

C2

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO UNDERWOOD
MEMORIAL HOSPITAL FOR THE USE OF ITS MORGUE FOR THE MEDICAL
EXAMINER TO PERFORM AUTOPSIES FROM JANUARY 1, 2012 TO DECEMBER
31, 2012, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM
CONTRACT AMOUNT OF \$41,231.00**

WHEREAS, the County of Gloucester wishes to enter into an Agreement with Underwood Memorial Hospital, for the use of its morgue for the Medical Examiner to perform autopsies; and

WHEREAS, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of the contract attached hereto; and

WHEREAS, the contract shall be effective for the period commencing January 1, 2012 and concluding December 31, 2012; and

WHEREAS, Contractor shall be compensated \$114.53 per autopsy for a minimum contract amount of Zero and a maximum contract amount of \$41,231.00. The Agreement is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and therefore, no Certificate of Availability of Funds is required at this time; and

WHEREAS, this Contract is being entered into pursuant to the provisions of N.J.S.A. 40A:12-3 et. seq.; and

WHEREAS, this Contract is subject to approval of the Gloucester County 2012 Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director and the Clerk of the Board are hereby authorized to execute a Contract with Underwood Memorial Hospital, Attn: James R. Brant, Sr Vice President/CFO, Broad Street, Woodbury, NJ 08096, for a minimum contract amount of Zero and a maximum contract amount of \$41,231.00; and

BE IT FURTHER RESOLVED, prior to any services being provided, pursuant to the within Contract, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose, identifying the line item from County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, January 18, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C2

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
UNDERWOOD MEMORIAL HOSPITAL**

This Contract is made effective the 1st day of January, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "**County**"), and **UNDERWOOD MEMORIAL HOSPITAL**, Attn. James R. Brant, Sr. Vice President/CFO of Broad Street, Woodbury, New Jersey 08096, (hereinafter referred to as the "**Vendor**").

RECITALS

WHEREAS, the County of Gloucester wishes to enter into an Agreement with Underwood Memorial Hospital, for the use of its morgue for the Medical Examiner to perform autopsies; and

WHEREAS, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for the period commencing January 1, 2012 to December 31, 2012.

2. **COMPENSATION**. Vendor shall be compensated at the rate of \$114.53 per case with the total contract amount not to exceed \$41,231.00. This is an open-ended contract and, as such, the County shall not be required to purchase any minimum amount of services.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as directed by the County Medical Examiner and shall include, but not be limited to, the use of the Morgue for the Medical Examiner to perform autopsies. Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by the Gloucester County Medical Examiner in connection with the work to be performed.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

A. The Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. The Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING.** If the Vendor or any of its subcontractors is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents and/or subcontractors.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the bid specifications or proposal documents, whichever the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Vendor. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** The parties acknowledge that Vendor is covered by the County's insurance policy in connection with those services rendered within the scope of this contract for the County at the County's direction, but such coverage does not apply to any actions by the Contractor which are outside the scope of the contract or personally provided.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service which Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of the United States and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

THIS CONTRACT is dated this 1st day of January, 2012.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

UNDERWOOD MEMORIAL HOSPITAL

**JAMES L. BRANT,
SR. VICE PRESIDENT/CFO**

C3

RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO APPLY TO THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION OF ADDICTION SERVICES FOR THE RENEWAL OF THE GLOUCESTER COUNTY COMPREHENSIVE ALCOHOL AND DRUG ABUSE SERVICES GRANT, FOR THE PERIOD JANUARY 1, 2012 THROUGH DECEMBER 31, 2012, IN THE TOTAL AMOUNT OF \$664,476.00

WHEREAS, there is a need for the County of Gloucester to submit an application for the renewal of the Gloucester County Comprehensive Alcoholism Drug and Drug Abuse Services Grant No. 11-530-ADA-O to continue providing comprehensive addiction services including; prevention, intervention, residential detoxification, residential treatment, out-patient treatment, half-way house services, outpatient opiate treatment services, and sober living recovery support services for Gloucester County residents in need of said services; and

WHEREAS, this grant will be effective for the term of January 1, 2012 through December 31, 2012; and

WHEREAS, the total funds necessary for this grant are \$664,476.00, which includes funds requested from the State of New Jersey in the amount of \$579,984.00, and funds in the amount of \$84,492.00 of a local share from the County of Gloucester.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that:

1. The Freeholder Director and Clerk of the Board are hereby authorized to execute and file on behalf of the County of Gloucester with the NJ Department of Human Services/ Division of Addiction Services the 2012 application for renewal of the Gloucester County Comprehensive Alcohol and Drug Abuse Services Grant for term of January 1, 2012 through December 31, 2012.
2. The Freeholder Director and Clerk of the Board are hereby authorized to execute all documentation necessary for a grant for a total amount of \$664,476.00 which includes funds requested from the State of New Jersey in the amount of \$579,984.00 and funds in the amount of \$84,492.00 of a local share from the County of Gloucester.
3. In the event additional funding is awarded as a result of the failure of other eligible Counties to apply or NJ DAS allocating additional supplemental funds, all such additional funding will be utilized on the programs for alcoholism and drug abuse services for fiscal year 2012 in accordance with Grant requirements and all other conditions of this application.
4. The County of Gloucester will submit an application to the New Jersey Department of Human Services/ Division of Addiction Services, which application shall include an action plan and spending plan, and that the County model program with all its requirements is hereby approved and shall be adopted and implemented by the Gloucester County Department of Human Services, Division of Addiction Services and said Department shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders on January 18, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



C3

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Dammingier

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



TO: Judy Johnson

DEPARTMENT: Human Services

GRANT TITLE: G.C. Comprehensive Alcohol & Drug Abuse Prg.

DATE: December 8, 2011

DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

CERTIFICATION LETTER

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed
Grant has been reviewed and meets the standard requirements.

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]

Grants Coordinator

Phone: 856.384.6870

Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

FREEHOLDER MEETING: December 21, 2011

Jan 18

New Jersey Relay Service - 711
Gloucester County Relay Service
(TTY/TTD) - (856)848-6616

NJ-DHS

ANNEX A - 2012
County Contract ~

The county authority that provides direct services ("county contractee") and all of its subcontracted providers shall adhere to all Contractual requirements stipulated herein.

Section I

A. General Requirements of the County Authority

1. The county governing body shall designate an individual to serve as the County Alcohol and Drug Abuse Director; whose primary responsibility shall be to plan and monitor programs that assure the provision of prevention, early intervention, treatment and post-treatment recovery support services to meet the needs of the county's alcohol and drug abusing county residents.
2. The county authority shall adhere to the requirements of *P.L. 1989, Chapter 51* services under the Alcohol, Education, Rehabilitation and Enforcement Funds (AEREF). Funding designated on the Addendum to Annex A is to be allocated and expended as follows:
 - a. *Chapter 51* services under the AEREF shall be used for alcohol and drug abuse service planning, development and provision for county residents in accordance with *New Jersey P.L. 1989, Chapter 51*; the County Comprehensive Alcohol and Drug Abuse Services Plan; and the Annex A requirements.
3. The county authority shall participate in unified Substance Abuse Prevention and Treatment planning activities, as directed by the Division of Addiction Services (DAS) and work collaboratively with the DAS on the identification of statewide unmet addiction service needs and priorities.
4. The county authority shall prepare and submit an updated annual County Comprehensive Alcohol and Drug Abuse Services Plan (hereafter referred to as the County Plan) and a draft Request for Proposal (RFP) in accordance with all DAS required timeframes and deadlines to the DAS Director, Office of Research, Planning, Evaluation and Information Systems, in accordance with *New Jersey P.L. 1989, Chapter 51* and DAS guidelines.
 - a. The County Plan is to:
 - assess and prioritize the addiction service needs of county residents using current relevant data;
 - include a County Plan Logic Model;
 - identify whether the county will manage its own Intoxicated Driver Resource Center (IDRC); or whether the county plans to subcontract for IDRC services;
 - address the needs of special populations, such as: youth, women, DUI offenders, persons in the workforce, disabled persons and criminal offenders;
 - identify existing community resources for the provision of alcohol and drug abuse services; and
 - RFP all subcontracts to ensure compliance with submitted updated annual county plan.

5. The County Plan and annual contract application for the use of AEREF monies and state discretionary funds shall be coordinated. Use of funding shall be based on the identified needs and priorities stated in the County Plan.
6. The county authority shall contribute a sum not less than twenty-five (25%) percent of the AEREF allocation to fund community addiction services. The required, minimum county contribution is designated as the "**County Match**" on the Addendum to Annex A.
7. The county authority is to commit approximately twelve (12%) percent of its AEREF allocation for the provision of education services consistent with the County Plan. The education requirement is designated as "**Required Education**" on the Addendum to Annex A.
8. The county authority shall oversee cooperative efforts between the County Alliance Coordinator, the Governor's Council on Alcoholism and Drug Abuse (GCADA), the DAS, and the county's prevention agencies on prevention activities.
9. The county authority shall adhere to the requirements of *N.J.S.A. 26:2B-33(d)* regarding the establishment of a Local Advisory Committee on Alcoholism and Drug Abuse (LACADA) to assist the governing body in development of the annual comprehensive plan. ~~The LACADA shall consist of no less than 10 and no more than 16 members and shall be appointed by the governing body. At least two of the members shall be recovering alcoholics and at least two of the members shall be recovering drug abusers. The committee members shall include the county prosecutor or his designee, a wide range of public and private organizations involved in the treatment of alcohol and drug-related problems and other individuals with interest or experience in issues concerning alcohol and drug abuse. Each committee shall, to the maximum extent feasible, represent the various socioeconomic, racial and ethnic groups of the county in which it serves.~~
10. The county authority shall ensure that the LACADA shall:
 - a. maintain copies filed at the offices of the county authority of all meeting sign-in sheets, agendas, minutes, funding recommendations and RFPs for the provision of ~~planned alcohol and drug abuse services corresponding to the County Plan; these shall be made available for review during the annual site visit with the DAS County Program Monitor.~~
 - b. develop and adhere to county approved by-laws that shall include at a minimum the requirements for membership as set forth above, and shall also include the following stipulations with respect to membership:
 - the County Alcohol and Drug Abuse Director shall not serve as Chairperson, nor as a voting member, of the LACADA; and
 - County employees may serve on the LACADA and may vote provided that they recuse themselves from voting upon any matters in which they may have a real or perceived conflict of interest. County employees of the LACADA may not exceed 30% of the membership of the LACADA.
 - County By-Laws shall reference the number of county employees as well as all other LACADA members required to achieve a quorum.
11. The county authority shall immediately notify in writing the DAS, Office of Administrative

Services, when LACADA membership is below 10 and shall include a detailed plan with time frames demonstrating how the LACADA membership will be restored and maintained.

12. The county authority shall make substance abuse training or technical assistance opportunities available to county employees involved in County Plan development and service provision, and to the LACADA members.
13. The county authority shall establish and maintain a Providers Advisory Committee on Alcohol and Drug Abuse (PACADA) that represents alcohol and drug abuse providers in the county. The PACADA is to assist the county with the development of alcohol and drug abuse services for county residents. The PACADA is to provide input into the County Plan and participate in county-based needs assessment activity.
14. The county authority shall ensure that the PACADA shall:
 - a. maintain copies filed at the offices of the county authority of meeting sign-in sheets, agendas and minutes, these shall be made available for review during the annual site visit with the DAS County Program Monitor.
 - b. adhere to county approved by-laws;
 - c. ensure that all funded providers are required to attend at least seventy-five (75%) of PACADA meetings during the contract period.
15. The county authority shall establish and maintain a collaborative working relationship with other county planning bodies involved with alcohol and drug abuse services development. A system for dialogue/communication must be established to share planning information, and to coordinate planning efforts among the following entities and other appropriate entities as identified and any other entity as requested by DAS: the County Human Services Advisory Council, the County Youth Services Commission; and the Mental Health Board. This working relationship shall include, but not be limited to: providing liaison representation; information and technology transfer; exchanging meeting minutes; conducting either combined annual meetings, or mutual planned reviews as appropriate; and/or conducting respective plan reviews.
16. The county authority shall develop and maintain a formal process for soliciting, receiving and reviewing competitive proposals/bids for all alcohol and drug abuse services provided under the County Comprehensive Alcohol and Drug Abuse Services contract. The county shall adhere to the DAS/DHS procurement rules. This shall include a process for:
 - a. public announcement of the availability of funds for alcohol and drug abuse services;
 - b. committee review by the LACADA of all competitive proposals/bids;
 - c. documentation of committee review and funding recommendations;
 - d. the allocation of funds based on service needs identified in the DAS-approved County Plan.
17. The county authority shall report to DAS annually on the progress made towards implementing substance abuse prevention, early intervention, treatment and recovery support service system changes as described in the DAS-approved County Plan.

18. The county authority shall report to DAS annually on the progress made on achieving specific goals within each of the four core domains of the service system (prevention, early intervention, treatment and recovery support) as described in the Logic Model component of the DAS-approved County Plan.
19. Progress reports for 16 and 17, above, shall be sent to the Director, Office of Research, Planning, Evaluation and Information Systems in a format provided by DAS.
20. The county authority shall report immediately in writing any anticipated or actual changes in the implementation of the DAS-approved County Plan to the Director, Office of Research, Planning, Evaluation and Information Systems.
21. The county authority shall submit copies of all executed subcontracts/third party agreements, **including county Memoranda of Agreement (MOA)**, to the DAS Administrative Services Unit **no later than June 1st of the contract year**. Funds will not be released to the county for any services for which the executed subcontracts/agreements have not been submitted to, and approved by the DAS Office of Administrative Services.
 - a. When the county authority transfers funds to any other municipal, state or county entity there shall be an agreement such as an MOA that details the transfer of funds and the scope of services. The county authority will monitor those services as required for subcontracts.
22. The county authority shall ensure that the DAS Office of Administrative Services approves any and all subcontracts entered into by the county and/or any other third party service provider agreement executed or authorized under this contract. State reimbursement for services provided by subcontractors/third parties will not be made unless the subcontracts/agreements have been approved by the DAS Office of Administrative Services. Expenditure reports requesting reimbursement for services provided without a DAS-approved subcontract or agreement will be returned to the county and will not be reimbursed.
- ~~23. The county authority shall assure that all subcontractees have been informed and apprised of the applicable Cost Principles governing subcontracts as appropriate under one or more of the following general categories:~~
 - ~~a. State and Federal Governments~~
 - ~~b. Non-profit Organizations~~
 - ~~c. Educational Institutions~~
 - ~~d. Hospitals~~
 - ~~e. For Profit Organizations~~
24. The county authority shall maintain records of the county contracting/subcontracting process for the provision and/or procurement of alcohol and drug treatment services. This process shall ensure:
 - a. contractees and subcontractees providing treatment services are required to report admission, discharge, and other required data elements on the New Jersey Substance Abuse Monitoring System (NJ-SAMS);

- b. the contractee and subcontractee, in cooperation with the contracting agency, shall establish service outcome measures and performance standards specific to the level of care (i.e. rate of treatment completion, treatment duration, engagement in the continuum of care);
 - c. fiscal monitoring to verify that services funded under this contract are provided and are not reimbursed through other funding sources, including DAS-contract and fee for service initiatives. Any significant financial findings are to be reported to the DAS Director, Office of Administrative Services;
 - d. all treatment providers, without exception, shall be DAS licensed to provide the contracted/subcontracted services at the time of contract/subcontract execution.
 - e. all contractors/subcontractors and county-operated programs funded under this contract shall comply with regulations at *N.J.A.C. 13:34C-1 et seq.* that establish minimum acceptable standards of education, examination, experience, ethics and competent practice to encourage and promote quality treatment and rehabilitation for clients presenting with drug and/or alcohol addiction related disorders and with regulations at *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.* that establish standards for licensure of substance abuse treatment facilities.
25. The county authority shall monitor all third-party expenditures and ensure that at a minimum an annual financial and compliance audit is conducted and submitted to the DAS Office of Administrative Services no later than 120 days after the expiration of the contract term. This audit shall clearly indicate that the subcontractor(s) has/have met all conditions of the agreement as stipulated in the contract.
26. The county authority shall be responsible for program monitoring and managing the funds awarded to a subcontractee to include at a minimum an annual on-site programmatic and fiscal records review to ensure that adequate programmatic and financial controls are in place and that the agency is in compliance with the terms and conditions of the prime contract as it relates to specific requirements contained in Annexes A and C of this contract.
- a. The county authority shall conduct at minimum annual on-site programmatic reviews of all subcontractees (including county contractees providing services through MOA's) providing services funded under this contract. using the DAS Annual Site Visit Monitoring Review Form, or another monitoring instrument approved by the DAS Office of Quality Assurance.
 - b. Copies of the completed site visit monitoring review forms are to be submitted to the DAS Office of Quality Assurance within 30 days of report completion.
 - c. Copies of the reports are to be retained in the County Alcohol and Drug Abuse Director's office for at least three (3) years;
 - d. The county is to conduct additional programmatic reviews of subcontractors if one or more of the indicators listed below are noted. Copies of additional programmatic reviews are to be submitted to the DAS Office of Quality Assurance within 30 days:
 - non-compliance with timely submission of quarterly progress or financial reports;
 - underutilization of service levels, as agreed to in the subcontract;
 - unqualified addictions staff, or a lack of continuing education

- plans for direct service staff, as stated in the subcontract;
 - unmet corrective action plan from previous monitoring cycle;
 - negative community and/or client feedback.
- e. When requested, programmatic review of subcontractors is to include cooperation/collaboration with the DAS.
 - f. The contractee shall notify the DAS of scheduled trainings/technical assistance sessions offered to subcontractors.
27. The county authority shall require all subcontracted treatment providers to submit monthly rosters of all clients receiving services under this contract to the contractee using the DAS approved roster form. The contractee shall maintain these rosters on file.
 28. Contracting or subcontracting for treatment services outside of the State of New Jersey are prohibited without prior written approval from the DAS Deputy Director. Requests for waivers must be in writing and demonstrate that services cannot be procured within the state of New Jersey. Out-of-state agencies must have appropriate licensure and accreditations, be accessible to county clients, and supply required programmatic and financial reports. Waiver request must be submitted to the DAS Deputy Director prior to executing any contracts with out-of-state provider agencies and no less than one month prior to the DAS contract application due date. If out-of-state waivers are granted by the DAS, subcontracting requirements apply.
 29. The county authority shall require subcontractees and the county if providing direct services to notify the County Alcohol and Drug Director of any changes in replacing key Personnel including the Executive Director, Medical Director and/or Director of Substance Abuse Counseling funded under or performing duties related to this contract, and to notify DAS of any such changes as required by *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.*

Section II

A. County Authorities that Provide Direct Services

A County that provides direct client services herein after shall be referred to as the **county contractee**.

1. A county contractee shall have a current DAS license to provide the contracted substance abuse treatment services at each site. The county authority, shall enter into a formal, written agreement with the (county contractee) service delivery entity (i.e., MOA) that clearly states the terms and conditions of the agreement, including adherence to service utilization requirements. The service delivery entity shall adhere to the terms of this Annex A, including applicable practitioner and facility licensure regulations.
2. The county contractee must develop a system for allocating, tracking and differentiating revenue, expenses, services and capacity by payor which provides a comprehensive view of its service programs, especially those that include public funding, in a format to be provided by DAS. The county shall also require the same for all of its subcontractees

3. A contractee county that provides direct client services shall maintain an active caseload of county eligible clients at all times throughout the contract year in as defined and in accordance with their Annex A Addendum or similar contract documents, as applicable. Underutilization is a serious compliance issue that could result in the reduction/withdrawal of contract funds if the contractee, upon notice from the DAS, is unable to increase the number of clients served to the funded level. The contractee must notify the DAS Deputy Director within five (5) working days, whenever the level of service is below 95% of the contract requirement for 30 days or more. The county is also to establish service utilization requirements of its subcontracted treatment providers for all advance pay contracted services, using the same 95% utilization threshold as the DAS. For counties providing direct services, minimum levels of service are to be established for all funded programs.

Section III

A. County Authorities that Provide Direct Services (County Contractee) and through Subcontractees

1. The county contractee and subcontractee shall comply with the programmatic and fiscal terms and conditions described and approved by the DAS and/or the county, as applicable, in its contract (subcontract) application, and any other standards or special terms or conditions noted in the contract (subcontract) award. Failure to carry out the program as described in the approved application may result in suspension, termination and/or ineligibility for future funding.
2. The county contractee and subcontractee shall comply with the electronic security and privacy standards set forth under the *Health Insurance Portability and Accountability Act of 1996 (HIPAA)* and shall adhere to the standards prescribed by the *Confidentiality of Alcohol and Drug Abuse Patient Records, (42 CFR, Part 2)*. Client records must be maintained for a minimum of 10 years in accordance with *N.J.S.A. 26:8-5 et seq.* and disposed of in the manner prescribed therein. Information obtained from NJ-SAMS will be made public only as aggregate data which cannot be used to identify any person receiving substance abuse treatment.
3. The county contractee and subcontractee shall accurately complete the NJ-SAMS modules, including admission and discharge screens, within three (3) days post admission and three (3) days post discharge for any new or continuing care client who is changing level of care placement. The NJ-SAMS discharge screens must be completed for all clients who have completed treatment at the level of care determined at treatment admission whether the client has completed the treatment plan or not.
4. The county contractee and subcontractee shall ensure that all services provided will be documented and maintained in individual client files.
5. The county contractee and subcontractee shall ensure that all clinical and fiscal program records for the current and most recent two (2) contract periods are maintained on-site in the administrative or clinical office, and can be accessed from NJ-SAMS for client records reported in NJ-SAMS.

6. The county contractee and subcontractee shall retain, for a period of no less than three (3) years, records of all expenditures for equipment, software, labor and service costs associated with NJ-SAMS reporting requirement compliance under this contract (subcontract).
7. The county contractee and subcontractee shall comply with regulations at *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.* that establish standards for outpatient and residential licensure of substance abuse treatment facilities.
8. The county contractee and subcontractee shall provide all services under this contract (subcontract) in a smoke-free environment.
9. The county contractee and subcontractee is prohibited from distributing hypodermic needles or syringes, e.g., implementing a "needle exchange" program under this contract (subcontract.)
10. The county contractee and subcontractee shall ensure that current linkage or affiliation agreements that support the referral of clients who have special needs or require ancillary services with other agencies are maintained and updated annually. Such agreements shall be documented in writing and, at a minimum, provide for the availability of mental health assessment and treatment.

B. Fiscal

1. The county contractee and subcontractee shall accurately complete and submit, according to instructions and timeframes provided, all reports as required by the contracting agency, including but not limited to contract expenditure, progress and closeout reports. Counties providing direct services must submit a complete roster of all active clients to the DAS Office of Quality Assurance on a monthly basis on the DAS-approved roster form. This should be submitted to DAS within five (5) working days of the end of the month.
2. The county contractee and subcontractee shall disclose to its governing body all related party transactions (i.e., purchase of goods or services by the contractee/subcontractee including building or vehicle leasing) of employees, governing Board members and/or their families, and maintain a record of the disclosure(s) on the premises for DAS and/or county review, as applicable. In order to avoid potential conflicts of interest, all transactions of related parties must be addressed in the agency audit.
3. The county contractee and subcontractee shall provide staff, facilities, equipment and supplies as needed to efficiently, economically and effectively satisfy the requirements of this contract (subcontract).
4. The county contractee and subcontractee agency shall develop and maintain written policies and procedures which ensure the proper administrative controls for this contract (subcontract). Copies should be placed in a policy manual for easy access and review. The content of this manual should include protocols for communications with the governing body, and policies

relating to internal controls, procurement, travel and personnel.

5. The county contractee and subcontractee shall ensure that funds made available under this contract (subcontract) will not be used to supplant other funding.
6. The county contractee and subcontractee must ensure that funds made available under this contract (subcontract) will not be used for sectarian instruction and/or purposes.
7. The county contractee and subcontractee shall ensure that reimbursement for substance abuse treatment and/or recovery support services rendered to clients who meet DAS income and eligibility requirements utilize the following terms and conditions:
 - a. The contractee shall ensure that these funds are utilized for the provision of services to clients who meet criteria for DAS publicly-funded services as outlined in the DAS Income Eligibility Policy TS-2-22-2010.
 - The contractee shall not discharge clients in order to receive alternate clients at higher reimbursement rate.
 - The program shall use the Division of Addiction Services Income Eligibility (DASIE) module to determine client eligibility for both fiscal and programmatic criteria.
 - A signed copy of the DAS Income Eligibility Report must be kept in each individual client's file.
 - The contractee shall ensure that funds made available under this agreement will not be used to supplant other funding.
 - Attempts shall be made to obtain reimbursement from the client's health insurance company and ensure that there is no other payer, public or private, for the patient before and when utilizing DAS funding.
 - When a client has other health insurance, such benefits must be used first and to the fullest extent before utilizing DAS funding.
 - DAS funding may not be utilized for insurance co-pays.
 - b. The contractee cannot bill Medicaid or the Substance Abuse Initiative (SAI) for the same service provided on the same day.
 - c. The contractee must have a Client Sliding Fee Scale policy and procedure approved by the Board, unless no additional fees beyond the DAS funding amount are charged to clients. The sliding fee scale must start at "zero." A copy of the Client Sliding Fee Scale Policy and Procedure, including the Fee Schedule, must be submitted to the county for approval as part of the contract application.

C. Staff

1. The county contractee and subcontractee shall ensure that all personnel hired and/or funded

under this contract meet all educational and experiential requirements as stated in the contract including compliance with regulations at *N.J.A.C. 13:34C-1 et seq.* that establish minimum acceptable standards of education examination, experience, ethics and competent practice to encourage and promote quality treatment and rehabilitation for clients presenting with drug and/or alcohol addiction related disorders.

2. The county contractee and subcontractee shall ensure that all staff members funded under this contract and subcontract, are available on-site during scheduled working hours unless attending off-site meetings, conferences, etc. which are directly related to contract (subcontract) operations. Staff schedules must be maintained and available for review.
3. The county contractee and subcontractee, in providing direct treatment services, shall designate the following personnel:
 - a. Experienced staff person(s) for all agencies treating youth, or women and their dependent children to assess and address issues relating to potential child abuse and neglect, and to serve as liaison with the local Division of Youth and Family Services (DYFS) or other appropriate agencies;
 - b. Staff person(s) to coordinate/provide cultural competence/sensitivity skills training annually to all staff, and
 - c. Appropriate staff person (s) to attend training sessions provided or sponsored by DAS on the Addiction Severity Index (ASI), American Society of Addiction Medicine Patient Placement Criteria 2-R (ASAM PPC-2R). HIV counseling and testing, and other training sessions as required by DAS.

D. Criminal Background Checks

1. The county contractee and subcontractee shall ensure that full state-level criminal background checks are initiated at the time of employment for all employees, staff, volunteers, interns and any other subcontractees or service providers who routinely interact with clients to provide any treatment, prevention, and recovery support services, including transportation, funded under this contract.
2. The county contractee and subcontractee shall ensure that full state-level background checks supported by fingerprints are initiated at the time of employment for all employees, staff, volunteers, interns and any other subcontractees or service providers who routinely interact with adolescent clients or minor children to provide treatment, prevention, and recovery support services, including transportation and childcare, funded under this contract.
3. The county contractee and subcontractee shall ensure that documentation of completed background checks are maintained in staff personnel files.
4. The county contractee and subcontractee providing direct client services may use DAS contract funds to support the cost of required criminal background checks. The county authority shall submit with the final expenditure report for this contract year a listing of related costs. The county authority may opt to cost-share the expense of required criminal background checks with

its subcontractees.

E. Admissions Priority Criteria

1. The county contractee and subcontractee shall ensure that all individuals admitted to treatment are properly assessed, and meet the admission criteria outlined in the contractee (subcontractee) policy manual.
2. The county contractee and subcontractee shall maintain a written policy regarding priority for admissions. This policy shall be visibly posted in a visible location within the agency. The contractee (subcontractee) shall at all times grant admission to treatment for priority populations in the following order:
 - Injecting drug using pregnant women;
 - Pregnant women;
 - Injecting drug users;
 - all other alcohol and drug users.
3. If a county contractee and subcontractee is at full capacity and unable to admit an IVU pregnant woman and/or pregnant women it shall immediately refer such women to another facility or make interim services available within 48 hours. At a minimum, interim services include counseling and education about HIV and Tuberculosis (TB), about the risks of needle-sharing, the risks of HIV transmission to sexual partners and infants, and about steps that can be taken to ensure that HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services, if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care. If the contractee (subcontractee) serves an injecting drug user population, such applicants must receive preference for remaining slots after any pregnant women requiring services has been admitted.

F. Clinical Services and Records

1. The county contractee and subcontractee shall ensure that treatment services under this contract (subcontract) are provided in accordance with regulations at *N.J.A.C. 13:34C-1 et seq.*, *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.*
2. The county contractee and subcontractee shall maintain an adequate client record system for all services provided under this contract in accordance with all applicable licensure and contractual requirements. This record system shall be available for review and include but not be limited to:
 - Adequate documentation to support first-and third-party billings, including eligibility for cost sharing and Medicaid reimbursement;
 - client assessment using the ASI;
 - documentation of client level of care determination according to the ASAM PPC 2-R;
 - DSM IV-TR diagnosis;
 - Household income assessment using the DASIE;

- Physical examination/medical assessment, including TB testing as required by regulation; A treatment plan with specific goals and measurable objectives, reviewed and updated as clinically indicated and no less frequently than required by regulation;
 - tobacco use identified and addressed in the client's treatment plan;
 - Individual and group counseling and progress notes;
 - Education/didactic session notes;
 - Acknowledgment of HIV counseling and testing authorization signed by client;
 - Attendance sheet signed by client;
 - Discharge/Continuum of Care plan;
 - NJ-SAMS modules, including admission and discharge screens;
 - Signed authorization(s) to allow transfer of the NJ-SAMS client record for all clients who are referred for continuing care to another substance abuse treatment provider.
3. The county contractee and subcontractee shall seek client approval to include the client's family and/or support system in the process for admission, treatment and discharge planning.
 4. The county contractee and subcontractee shall offer all clients either on-site pre/post HIV counseling and testing or referral for same. HIV testing must be offered at the time of admission and every six (6) months thereafter. HIV testing will not be required for admission to treatment; clients have the right to refuse it, but they should be strongly encouraged to be tested. Regardless of HIV testing authorization, it is required that all clients receive pre-test counseling. Pre/post counseling and/or testing or refusal by a client to be tested shall be documented in the client record.
 5. The county contractee and subcontractee shall ensure that all clients testing positive for HIV, or who self-report as HIV positive, receive an initial referral for appropriate HIV medical treatment, and should be referred at least quarterly for a follow-up consultation. It is the responsibility of the Medical Director (or the Executive Director in the case where a program does not have a Medical Director) to ensure that clients receive referral to medical care for their HIV disease at an Early Intervention Program (EIP), HIV Care Center, or by a qualified physician selected by the client.
 6. The county contractee and subcontractee shall ensure that clients found to be unemployed at the time of intake will be referred for vocational testing to the Division of Vocational Rehabilitation (DVR), County One-Stop Employment Center or other appropriate agency. Client records must document referral and follow-up on all vocational referrals.
 7. The county contractee and subcontractee shall maintain full utilization of services funded through this contract without exceeding any approved DAS licensed capacity, as applicable. Utilization must be demonstrated through the maintenance of an up-to-date DAS-approved roster of active clients which includes at a minimum the following data elements:
 - Client ID #
 - Date of Admission to Treatment
 - Discharge Date

- Family Income
- Family Size
- Treatment Modality/Level of Care
- Payer Source(s) e.g., DAS, County, Work First, Medicaid, Insurance, Self-pay,
- Total number of days of service at this level of care

G. Clinical Supervision

1. The county contractee and subcontractee shall ensure that clinical supervision in accordance with regulations at *N.J.A.C. 13:34C-1 et seq.*, *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.* is provided for all treatment services funded through this contract.
2. The county contractee and subcontractee shall ensure that all clinical supervision is documented and that such documentation includes, at a minimum, the type of supervision (individual or group), the date and length of session, name of supervisor and supervisee, de-identified notes on cases reviewed, and content of supervision including core functions and knowledge, skills, and abilities that are the focus of supervision.

Section IV. South Jersey Initiative

1. The county authority shall ensure that the funding designated on the Addendum to Annex A in The category of "**South Jersey Initiative (SJI)**" shall be used to purchase transportation for clients who meet the DAS income eligibility criteria and the following criteria for South Jersey Initiative funding:
 - adolescents ages 13 through 18
 - young adults ages 18 through 24
 - A resident in one of the following counties: Atlantic, Camden, Cumberland, Gloucester Cape May, Ocean and Salem

Section V. Detoxification

1. The county authority shall ensure that detoxification providers are to have the applicable license (Department of Health and Senior Services license for hospital-based subacute care detoxification services; Department of Human Services, DAS license for substance abuse treatment facilities providing subacute detoxification services) to operate a detoxification program on or before the effective date of the county contract/subcontract.
 2. The county contractee and subcontractee shall ensure that funding designated on the Addendum to Annex A, in the categories of "**Special Appropriation, Detoxification**" and "**Supplement, Detoxification**" shall not be used to offset or supplant other current funding allocations for detoxification services. It shall be used for enhancement or expansion of existing subacute detoxification services. This funding shall also be used for the following in accordance with this contract:
 - a. ~~Clients must have access to detoxification services seven (7) days a week.~~
-

- b. The detoxification programs must document clinical necessity for the services provided in the client file, including:
 - completed ASI;
 - appropriate evidence-based withdrawal risk assessment tools such as the Clinical Institute Withdrawal Assessment (CIWA), Clinical Institute Narcotic Assessment Scale for Withdrawal Symptoms (CINA), Clinical Opiate Withdrawal Scale (COWS), etc.
 - completed NJ-SAMS admission and discharge forms.
 - c. Client's yearly limits for detox are as follows:
 - Level IV.D is 15 days per calendar year
 - Level III.7D is 25 days per calendar year
 - d. The detoxification allocations are for subacute ASAM PPC-2R Level III.7D or Level III.7DE enhanced subacute detoxification services. The DAS will allow expanded use of detoxification funds for residential care under the following conditions:
 - county allocation for residential care has been exhausted, and the annual allocation for residential care has been equal to or above the previous years allocation
 - detoxification funding may be used for residential continuing care for persons who have completed subacute detoxification.
 - The county must submit a written request to the DAS Office of Administrative Services for approval to use detoxification funds for residential services. Approval will be made on a county-by-county basis.
 - A maximum of ten percent (10%) of the supplemental allocation may be used for transportation of indigent clients to detoxification programs, or to other treatment following completion of detoxification.
3. The county contractee and subcontractee shall understand that detoxification of adolescents (<18 years of age) is permitted based on clinical necessity. Clinical necessity shall be clearly documented in the client's file. Household income guidelines also apply to adolescents. Programs admitting adolescents must comply with all laws and regulations applicable to adolescent consent and authorization for service.
4. The county contractee and subcontractee shall ensure that funding supports services for ASAM PPC-2R Level III.7D or Level III.7DE detoxification. The services may be hospital-based or non-hospital based.
5. The county contractee and subcontractee shall ensure that clients receiving detoxification services are to be connected to continuum of care treatment services to ensure appropriate linkage and reduce recidivism. Contracts can be structured to incentivize provider agencies to ensure that detox clients are transitioned to the next level of care. Incentives shall be allowed with prior written approval from DAS.
6. The contractee and subcontractee shall ensure that client treatment plans address continuing care needs, along with a client agreement to ongoing treatment, upon admission to a

detoxification program.

7. The contractee and subcontractee shall ensure that formal, written affiliation agreements, for emergency services and other levels of detoxification or crisis care, are in place and maintained on file.
8. The contractee and subcontractee shall make arrangements for, and document referral and transfer of, clients with medical complications. Triage to other services shall be performed on all clients admitted for detoxification services.
9. The contractee and subcontractee shall ensure that protocols are to be in place to serve special populations such as pregnant women, non-English speaking persons, and persons with physical, sensory, developmental and/or cognitive disabilities.
10. Any proposal by a county to purchase and/or fund ambulatory detoxification services requires prior written approval by the DAS Office of Administrative Services. All such written requests will be made on a county-by-county basis.

Go to: Contract Information Form

Return to Contract Screen

STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES ANNEX B: CONTRACT INFORMATION FORM				PAGE 1 OF 22 Purpose: Budget Preparation 01/01/2012 - 12/31/2012						
Contract #: 12-530-ADA-0 Mod No: 0				Federal Tax ID: 216000660-05						
Agency Name: Gloucester County Department of Human Services				Charity #:						
Address: PO Box 332 Woodbury, NJ 08096				Agency Type: Public						
Phone#: 856-384-6886				Budget Period: 01/01/12 to 12/31/12 Fiscal Year End: 12/31						
Executive Officer: Judith Tobia Hadnett				Schedules Completed: <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6						
Prepared by: Judy M. Tobia-John Date: 09/13/2011				<input type="radio"/> Cash Basis <input checked="" type="radio"/> Accrual Basis						
Please complete the column of County Match. Required County Match minimum: \$84492; Required Education Minimum: \$39779										
Cont Div	Contract#	Program Name	Type of Service	Col #	Reimb Cat	Contract Type	Payment Method	Division Contact Person	Agency Contact Person	Phone #
DAS	12-530-ADA-0	Gloucester County	T&E CITY	3	337966	Cost Relate	Cost Reimb	nnugent	Judy M. Tobia John	(856)384-6886
DAS	12-530-ADA-0	Gloucester County	DETOX SUPP & SA	4	81784	Cost Relate	Cost Reimb	nnugent	Judy M. Tobia John	(856)384-6886
DAS	12-530-ADA-0	Gloucester County	STATE DISC 1&2	5	130234	Cost Relate	Cost Reimb	nnugent	Judy M. Tobia John	(856)384-6886
DAS	12-530-ADA-0	Gloucester County	AERF PLAN CITY	6	20000	Cost Relate	Cost Reimb	nnugent	Judy M. Tobia John	(856)384-6886
DAS	12-530-ADA-0	Gloucester County	A&E CITY	7	10000	Cost Relate	Cost Reimb	nnugent	Judy M. Tobia John	(856)384-6886
DAS	11-530-ADA-0	Woodbury	County Match	8	84492	Cost Relate	Cost Reimb	N. Nugent	Judy M. Tobia John	(856)384-6886
				9						
				10						
				11						
				12						
				13						
				14						
				15						
				16						
				17						
				18						
				19						
				20						
				21						
				22						
				23						
				24						
				25						
				26						
				27						
				28						
				29						
				30						

Save & Continue Export/Print All

Budget: I certify that the cost data used to prepare this contract budget is current, complete, and in accordance with the governing principles for determining costs.

Approve

Return to Contract Application Steps

Agency Authorized Signatory

CIMS

[Logout](#)

Summary Page

[Go to: Summary](#)[Return to Contract Screen](#)

Agency Name: Gloucester County Department of Human Services
 Contract #: 12-530-ADA-0

STATE OF NEW JERSEY
 DEPARTMENT OF HUMAN SERVICES
 ANNEX B: CONTRACT EXPENSE SUMMARY

PAGE 2 OF 22
 Purpose: Budget Preparation
 01/01/2012 - 12/31/2012

G & A Allocation: Total Operating Cost:

Budget Category	1 Total Cost	2 Total DAS	Woodbury				7 A&E CTY	8 DAS County Match	9 Un-allowable	10 G&A
			3 T&E CTY	4 DETOX SUPP & SA	5 STATE DISC 1&2	6 AERF PLAN CTY				
A. Personnel (including fringe benefits)	189783		0	0	0	27100	0	0	0	162683
B. Consultants & Professional Fees	0		0	0	0	0	0	0	0	0
C. Materials & Supplies	2248		0	0	0	0	0	0	0	2248
D. Facility Cost	16500		0	0	0	0	0	16500	0	0
E. Specific Assistance to Clients	0		0	0	0	0	0	0	0	0
F. Other	455945		173035	81784	130234	0	2900	67992	0	0
G. General & Admin Cost Allocation			57130	27002	42998	8947	957	27896	0	164931
H. Total Operating Costs	664476		230165	108786	173232	36047	3857	112388	0	164931
I. Equipment (Schedule 6)	0		0	0	0	0	0	0	0	0
J. Total Cost	664476		230165	108786	173232	36047	3857	112388	0	
K. Less Revenue (Schedule 2)	0		0	0	0	0	0	0	0	0
L. Net Cost	664476		230165	108786	173232	36047	3857	112388	0	
M. Profit	0	0	0	0	0	0	0	0	0	
N. Reimbursable Ceiling	664476		230165	108786	173232	36047	3857	112388	0	
O. Units of Service			1	1	1	1	1			
P. Unit Cost			337966	81784	130234	20000	10000			

[Save G&A Manual Adjustment](#)[Continue](#)

CIMS

[Logout](#)[Go to: Employee Info](#)[Return to Contract Screen](#)

Agency Name: Gloucester County Department of Human Services
 Contract #: 12-530-ADA-0

STATE OF NEW JERSEY
 DEPARTMENT OF HUMAN SERVICES
 ANNEX B: EMPLOYEE INFORMATION

Purpose: Budget Preparation
 01/01/2012 - 12/31/2012
 PAGE 3 OF 22

[Add New Employee](#) [Add Vacant](#)

Funding	Category	Title	Agency Title	Title #	First Name	Mi	Last Name	Emp #	Emp Start	Emp Termination	FT/PT	Hrs/Wk	Degree	License	Certification
N	Administration	Administrative Assistant/Executive Secretary	Administrative Clerk	00020	Vacant		Vacant	2	01/03/12		F	35.00	N/A	N/A	N/A
N	Administration	Secretary/Receptionist/Data Entry	JACADA Secretary	na	Sherry		Gilkin	3	01/01/12		P	0.05	N/A	N/A	N/A
N	Administration	Administrator/Director/President	Gloucester County Division of Addiction Services	Coordinator, Community	Judith	M	Tobia-Johnson	01	04/20/92		F	35.00	MBA	N/A	CPS

Settings for next page (Personnel Salary):

☐ Include Per diem in Personnel ☐ Include Overtime in Personnel Sort page by: ☒ Employee Name ☐ Title #

[Save & Continue](#) [Export/Print](#)

CIMS

[Logout](#)[Go to: Personnel](#)[Return to Contract Screen](#)

Agency Name: Gloucester County Department of Human Services
 Contract #: 12-530-ADA-0

STATE OF NEW JERSEY
 DEPARTMENT OF HUMAN SERVICES
 ANNEX B: PERSONNEL SALARY

Purpose: Budget Preparation
 01/01/2012 - 12/31/2012
 PAGE 4 OF 22

		Woodbury										DAS		(9)	
		1	2	3	4	5	6	7	8	9	10				
Employee Name	Title #	Total Cost	Total DAS	T&E CTY	DETOX SUPP & SA	STATE DISC 1&2	AERF PLAN CTY	A&E CTY	County Match	Un-allowable	G&A				
Gilkin, Sherry	na	550	0	0	0	0	0	0	0	0	550				
Tobia-Johnson, Judith	Coordinator, Communi	96653	0	0	0	0	7100	0	0	0	79553				
Vacant, Vacant	00020	52570	0	0	0	0	20000	0	0	0	32570				
Aggregate non-DAS funded		0	0	0	0	0	0	0	0	0	0				
Total		139783	27100	0	0	0	27100	0	0	0	112683				

[Save](#)[Save & Continue](#)[Export/Print](#)

4

CIMS

Logout

Go to: Fringe Benefits

Return to Contract Screen

Agency Name: Gloucester County Department of Human Services
Contract #: 12-530-ADA-0

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B: FRINGE BENEFITS

Purpose: Budget Preparation
01/01/2012 - 12/31/2012
PAGE 5 OF 22

Line Item		Woodbury							DAS		(9)	10
		1	2	3	4	5	6	7	8	9		
	%	Total Cost	Total DAS	T&E CTY	DETOX SUPP & SA	STATE DISC 19.2	AERF PLAN CTY	A&E CTY	County Match	Un-allowable	G&A	
Composite	0	0	0	0	0	0	0	0	0	0	0	0
Day Care	0	0	0	0	0	0	0	0	0	0	0	0
Dental Plan	0	0	0	0	0	0	0	0	0	0	0	0
Employee Assistance	0	0	0	0	0	0	0	0	0	0	0	0
FICA	14	6993	0	0	0	0	0	0	0	0	6993	
FLI/Family Leave	0	0	0	0	0	0	0	0	0	0	0	0
Group Medical Plan	67	33335	0	0	0	0	0	0	0	0	33335	
Life Insurance	0	0	0	0	0	0	0	0	0	0	0	0
Long Term Disability	0	0	0	0	0	0	0	0	0	0	0	0
Pension/Retirement Plan	19	9345	0	0	0	0	0	0	0	0	9345	
Prescription Plan	0	0	0	0	0	0	0	0	0	0	0	0
SUI/SDI	0	0	0	0	0	0	0	0	0	0	0	0
Vision Plan	0	0	0	0	0	0	0	0	0	0	0	0
Workers Compensation	1	327	0	0	0	0	0	0	0	0	327	
Aggregate non-DAS funded	0	0	0	0	0	0	0	0	0	0	0	0
Total	101	50000	0	0	0	0	0	0	0	0	50000	

Save

Save & Continue

Export/Print

5

CIMS

[Logout](#)[Go to: Fringe Benefits Narrative](#)[Return to Contract Screen](#)

Agency Name: Gloucester County Department of Human Services
Contract #: 12-530-ADA-Q

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B: FRINGE BENEFITS NARRATIVE

Purpose: Budget Preparation
PAGE 6 OF 22

If providing pension/retirement plan is it compliant with Federal Regulations? ☒ Yes ☐ No ☐ N/A
If no, explain how and why it is not compliant?

Do all full time, fully vested employees receive the same fringe benefits menu? ☒ Yes ☐ No
If no, complete form below for those receiving a different menu

Name	Title	Title #	Employee #	Explain Differences	
Select					Add

[Save](#)[Save & Continue](#)[Export/Print](#)

6

N/A

CIMS

Logout

Go to: Consultant & Professional Fees

Return to Contract Screen

Agency Name: Gloucester County Department of Human Services
Contract #: 12-530-ADA-0

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B: CONSULTANT & PROFESSIONAL FEES

Purpose: Budget Preparation
01/01/2012 - 12/31/2012
PAGE 7 OF 22

Service Type	Individual /Company	Direct Or Indirect	Basis	Woodbury										DAS		Unallowable	G&A
				1 Total Cost	2 Total DAS	3 T&E CTY	4 DETOX SUPP & SA	5 STATE DISC 1&2	6 AERF PLAN CTY	7 A&E CTY	8 County Match	9	10				
Accounting				0	0	0	0	0	0	0	0	0	0	0	0	0	
Accreditation				0	0	0	0	0	0	0	0	0	0	0	0	0	
Answering Service				0	0	0	0	0	0	0	0	0	0	0	0	0	
Architect				0	0	0	0	0	0	0	0	0	0	0	0	0	
Auditing				0	0	0	0	0	0	0	0	0	0	0	0	0	
CC Provider				0	0	0	0	0	0	0	0	0	0	0	0	0	
Client Care Coordinator				0	0	0	0	0	0	0	0	0	0	0	0	0	
Client Referral Service				0	0	0	0	0	0	0	0	0	0	0	0	0	
Dietetic				0	0	0	0	0	0	0	0	0	0	0	0	0	
Education				0	0	0	0	0	0	0	0	0	0	0	0	0	
Employee Benefits Advisor/Coordinator				0	0	0	0	0	0	0	0	0	0	0	0	0	
Engineering				0	0	0	0	0	0	0	0	0	0	0	0	0	
Evaluator				0	0	0	0	0	0	0	0	0	0	0	0	0	
Facility Renovation/Repair Contractor				0	0	0	0	0	0	0	0	0	0	0	0	0	
Fundraising				0	0	0	0	0	0	0	0	0	0	0	0	0	
Grant Writer/Developer				0	0	0	0	0	0	0	0	0	0	0	0	0	
Guest Speakers				0	0	0	0	0	0	0	0	0	0	0	0	0	
Human Resources				0	0	0	0	0	0	0	0	0	0	0	0	0	
Interpreter				0	0	0	0	0	0	0	0	0	0	0	0	0	
IT				0	0	0	0	0	0	0	0	0	0	0	0	0	
Lab Testing				0	0	0	0	0	0	0	0	0	0	0	0	0	
Legal				0	0	0	0	0	0	0	0	0	0	0	0	0	
Medical				0	0	0	0	0	0	0	0	0	0	0	0	0	
Payroll				0	0	0	0	0	0	0	0	0	0	0	0	0	
Pharmacist				0	0	0	0	0	0	0	0	0	0	0	0	0	
Program Development				0	0	0	0	0	0	0	0	0	0	0	0	0	
Program Monitor				0	0	0	0	0	0	0	0	0	0	0	0	0	
Psychiatric				0	0	0	0	0	0	0	0	0	0	0	0	0	
Psychological				0	0	0	0	0	0	0	0	0	0	0	0	0	
Security				0	0	0	0	0	0	0	0	0	0	0	0	0	
Temporary Employment Agency				0	0	0	0	0	0	0	0	0	0	0	0	0	
Training				0	0	0	0	0	0	0	0	0	0	0	0	0	
Aggregate non-DAS funded				0	0	0	0	0	0	0	0	0	0	0	0	0	
Total				0	0	0	0	0	0	0	0	0	0	0	0	0	

Save Save & Continue Export/Print

7

NA

CIMS

[Logout](#)[Go to: Consultant & Professional Fees Narrative](#)[Return to Contract Screen](#)

Agency Name: Gloucester County Department of Human Services Contract #: 12-530-ADA-0		STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES ANNEX B: CONSULTANT & PROFESSIONAL FEES NARRATIVE				Purpose: Budget Preparation PAGE 8 OF 22			
Add New Item									
Service Type	Individual/Company	Freq Measurement	Freq #/Yr	Rate	Total Amt.	Address	Contact Person	Phone #	
Accounting			0	0.000	\$0				7
Accreditation			0	0.000	\$0				7
Answering Service			0	0.000	\$0				7
Architect			0	0.000	\$0				7
Auditing			0	0.000	\$0				7
CC Provider			0	0.000	\$0				7
Client Care Coordinator			0	0.000	\$0				7
Client Referral Service			0	0.000	\$0				7
Dietetic			0	0.000	\$0				7
Education			0	0.000	\$0				7
1 2 3 4									
Continue					Export/Print				

8

CIMS

Logout

Go to: Materials & Supplies

Return to Contract Screen

Agency Name: Gloucester County Department of Human Services
Contract #: 12-530-ADA-0

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B: MATERIALS & SUPPLIES (0)

Purpose: Budget Preparation
01/01/2012 - 12/31/2012
PAGE 9 OF 22

Line Item	Direct Or Indirect	Basis	Woodbury							DAS		G&A
			1	2	3	4	5	6	7	8	9	
			Total Cost	Total DAS	T&E CTY	DETOX SUPP & SA	STATE DISC 1&2	AERF PLAN CTY	A&E CTY	County Match	Unallowable	
Client Food	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Computer Software	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Education Supplies	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Laboratory Tests	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Laundry Supplies	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Maintenance Supplies	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Medical Supplies	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Medications	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Office Supplies	<input checked="" type="checkbox"/>		898	0	0	0	0	0	0	0	0	898
Printing Costs	<input checked="" type="checkbox"/>		100	0	0	0	0	0	0	0	0	100
Program Supplies	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Recreation (for clients)	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Small Equipment	<input checked="" type="checkbox"/>		1250	0	0	0	0	0	0	0	0	1250
Vocational Supplies	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Aggregate non-DAS funded	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Total			2248	0	0	0	0	0	0	0	0	2248

Save

Save & Continue

Export/Print

CIMS

[Logout](#)[Go to: Materials & Supplies Narrative](#)[Return to Contract Screen](#)Agency Name: Gloucester County Department of Human Services
Contract #: 12-530-ADA-0STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B: MATERIALS & SUPPLIES NARRATIVEPurpose: Budget Preparation
PAGE 10 OF 22[Add New Item](#)

Line Item	Freq Measurement	Freq #/Yr	Client or Staff	# of Clients or Staff	Rate	Total Amt.	
Client Food		0		0	0.000	\$0	1
Computer Software		0		0	0.000	\$0	1
Education Supplies		0		0	0.000	\$0	1
Laboratory Tests		0		0	0.000	\$0	1
Laundry Supplies		0		0	0.000	\$0	1
Maintenance Supplies		0		0	0.000	\$0	1
Medical Supplies		0		0	0.000	\$0	1
Medications		0		0	0.000	\$0	1
Office Supplies	Annually	1	Staff	3	299.330	\$898	1
Printing Costs	Annually	1	Staff	3	33.330	\$100	1

[Continue](#)[Export/Print](#)

Pg 10 of 22

10

CIMS

Logout

Go to: Materials & Supplies Narrative

Return to Contract Screen

Agency Name: Gloucester County Department of Human Services
Contract #: 12-530-ADA-0STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B: MATERIALS & SUPPLIES NARRATIVEPurpose: Budget Preparation
PAGE 10 OF 22

Add New Item

Line Item	Freq Measurement	Freq #/Yr	Client or Staff	# of Clients or Staff	Rate	Total Amt.	
Program Supplies		0		0	0.000	\$0	/
Recreation (for clients)		0		0	0.000	\$0	/
Small Equipment	Annually	1	Staff	1	1250.000	\$1,250	/
Vocational Supplies		0		0	0.000	\$0	/

12
Continue Export/Print

//

CIMS

Logout

Go to: Facility Cost

Return to Contract Screen

Agency Name: Gloucester County Department of Human Services Contract #: 12-530-ADA-0			STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES ANNEX B: FACILITY COST (9)							Purpose: Budget Preparation 01/01/2012 - 12/31/2012 PAGE 11 OF 22		
			Woodbury							DAS	(9)	
Line Item	Direct Or Indirect	Basis	1 Total Cost	2 Total DAS	3 T&E CTY	4 DETOX SUPP & SA	5 STATE DISC 1&2	6 AERF PLAN CTY	7 A&E CTY	8 County Match	9 Un-allowable	10 G&A
Building & Grounds	D	Percentage of Cost	16500	0	0	0	0	0	0	16500	0	0
Depreciation			0	0	0	0	0	0	0	0	0	0
Fuel/Oil			0	0	0	0	0	0	0	0	0	0
Household & Janitorial			0	0	0	0	0	0	0	0	0	0
Liability Insurance			0	0	0	0	0	0	0	0	0	0
Licenses & Permits			0	0	0	0	0	0	0	0	0	0
Maintenance Services			0	0	0	0	0	0	0	0	0	0
Mortgage Interest			0	0	0	0	0	0	0	0	0	0
Real Estate Taxes			0	0	0	0	0	0	0	0	0	0
Renovations			0	0	0	0	0	0	0	0	0	0
Rent			0	0	0	0	0	0	0	0	0	0
Repairs			0	0	0	0	0	0	0	0	0	0
Utilities			0	0	0	0	0	0	0	0	0	0
Aggregate non-DAS funded			0	0	0	0	0	0	0	0	0	0
Total			16500	0	0	0	0	0	0	16500	0	0

Save Save & Continue Export/Print

12

CIMS

[Logout](#)[Go to: Facility Cost Narrative](#)[Return to Contract Screen](#)Agency Name: Gloucester County Department of Human Services
Contract #: 12-530-ADA-0STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B: FACILITY COST NARRATIVEPurpose: Budget Preparation
PAGE 12 OF 22[Add New Item](#)

Line Item	Location	Provider	Freq Measurement	Freq#/Yr	Rate	Total Amt.
Building & Grounds	Gloucester County	Under Contract	Annually	1	16500.00	\$16,500

[Continue](#) [Export/Print](#)

NA

CIMS

Logout

Go to: Specific Assistance to Clients

Return to Contract Screen

Agency Name: Gloucester County Department of Human Services
 Contract #: 12-530-ADA-0

STATE OF NEW JERSEY
 DEPARTMENT OF HUMAN SERVICES
 ANNEX B: SPECIFIC ASSISTANCE TO CLIENTS (B)

Purpose: Budget Preparation
 01/01/2012 - 12/31/2012
 PAGE 13 OF 22

Line Item	Direct Or Indirect	Basis	Woodbury							DAS		G&A
			1	2	3	4	5	6	7	8	9	
			Total Cost	Total DAS	T&E CTY	DETOX SUPP & SA	STATE DISC 1&2	AERF PLAN CTY	A&E CTY	County Match	Un-allowable	
Client Recreation	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Clothing	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Community Activities	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Education	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Emergency Client Fund	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Emergency Housing	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Hygiene Items	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Rental Subsidy	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Stipends	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Transportation	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Aggregate non-DAS funded	<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Total			0	0	0	0	0	0	0	0	0	0

Save

Save & Continue

Export/Print

14

NA

CIMS

Logout

Go to: Specific Assistance to Clients Narrative ☐

Return to Contract Screen

Agency Name: Gloucester County Department of Human Services
Contract #: 12-530-ADA-0STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B: SPECIFIC ASSISTANCE TO CLIENTS NARRATIVEPurpose: Budget Preparation
PAGE 14 OF 22

Add New Item

Line Item	Freq Measurement	Freq #/Yr	# of Clients	Rate	Total Amt.	
Client Recreation		0	0	0.000	\$0	/
Clothing		0	0	0.000	\$0	/
Community Activities		0	0	0.000	\$0	/
Education		0	0	0.000	\$0	/
Emergency Client Fund		0	0	0.000	\$0	/
Emergency Housing		0	0	0.000	\$0	/
Hygiene Items		0	0	0.000	\$0	/
Rental Subsidy		0	0	0.000	\$0	/
Stipends		0	0	0.000	\$0	/
Transportation		0	0	0.000	\$0	/

Continue Export/Print

15

16 of 25

CIMS

Logout

Go to: Other

Return to Contract Screen

Agency Name: Gloucester County Department of Human Services
Contract #: 12-530-ADA-0

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B: OTHER

Purpose: Budget Preparation
01/01/2012 - 12/31/2012
PAGE 15 OF 22

Line Item	Direct Or Indirect	Basis	Woodbury										DAS	Unallowable	GSA
			1 Total Cost	2 Total DAS	3 T&E CTY	4 DETOX SUPP & SA	5 STATE DESC 1&2	6 AERF PLAN CTY	7 A&E CTY	8 County Match	9	10			
Bank Fees			0	0	0	0	0	0	0	0	0	0	0	0	
Bonding			0	0	0	0	0	0	0	0	0	0	0	0	
Conferences & Meetings	D		200	0	200	0	0	0	0	0	0	0	0	0	
D & O Insurance			0	0	0	0	0	0	0	0	0	0	0	0	
Equipment Rental			0	0	0	0	0	0	0	0	0	0	0	0	
Fundraising			0	0	0	0	0	0	0	0	0	0	0	0	
Human Resources Recruitment			0	0	0	0	0	0	0	0	0	0	0	0	
Internet Service			0	0	0	0	0	0	0	0	0	0	0	0	
Investment Management Fees			0	0	0	0	0	0	0	0	0	0	0	0	
Maintenance Contracts for Copiers/Printer & Fax			0	0	0	0	0	0	0	0	0	0	0	0	
Membership Fees/Dues	D		400	0	400	0	0	0	0	0	0	0	0	0	
Postage			0	0	0	0	0	0	0	0	0	0	0	0	
Printing	D		340	0	340	0	0	0	0	0	0	0	0	0	
Public Service Announcement	D		0	0	0	0	0	0	0	0	0	0	0	0	
Residential Program Lodging			0	0	0	0	0	0	0	0	0	0	0	0	
Staff Background Checking/Fingerprinting			0	0	0	0	0	0	0	0	0	0	0	0	
Storage			0	0	0	0	0	0	0	0	0	0	0	0	
Subcontracts	D		453025	0	170115	81784	130234	0	2900	67992	0	0	0	0	
Subscriptions	D		180	0	180	0	0	0	0	0	0	0	0	0	
Telephone (Cell)			0	0	0	0	0	0	0	0	0	0	0	0	
Telephone (Land)			0	0	0	0	0	0	0	0	0	0	0	0	
Trainings	D		600	0	600	0	0	0	0	0	0	0	0	0	
Vehicle Auto Insurance			0	0	0	0	0	0	0	0	0	0	0	0	
Vehicle Fuel			0	0	0	0	0	0	0	0	0	0	0	0	
Vehicle Maintenance			0	0	0	0	0	0	0	0	0	0	0	0	
Vehicle Mileage Reimbursement	D		1200	0	1200	0	0	0	0	0	0	0	0	0	
Aggregate non-DAS funded			0	0	0	0	0	0	0	0	0	0	0	0	
Total			453945	387953	173035	81784	130234	0	2900	67992	0	0	0	0	

Save Save & Continue Export/Print

16

Go to: Other Narrative

Return to Contract Screen

Agency Name: Gloucester County Department of Human Services
Contract #: 12-530-ADA-0STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B: OTHER NARRATIVEPurpose: Budget Preparation
PAGE 16 OF 22

Add Conferences/Meetings Add Training

1083

Name	Anticipated Start Date	Anticipated End Date	City	State	Means of Transportation	# of Agency Attendees	Reg. Rate/Staff	Trans. Rate/Staff	Lodging Rate/Staff	Aggregate Rate/Staff	DAS Funding	Match/Other	Total Amt.
NJPN- annual Conference	03/04/11	03/04/11	Atlantic City	NJ	own vehicle	1	50.00	0.00	0.00	50.00			\$50
GCADA Summit	05/15/11	05/15/11	Trenton	NJ	own vehicle	1	0.00	0.00	0.00	0.00			\$0
Conference sponsored by NJDMHAS, SAMHSA, NJ Cert-Ed	01/01/11	12/31/11	Trenton or Atlantic City or New Brunswick	NJ	own vehicle	1	150.00	0.00	0.00	150.00			\$150

Subcontractor

Name	Anticipated Start Date	Anticipated End Date	City	State	Means of Transportation	# of Agency Attendees	Reg. Rate/Staff	Trans. Rate/Staff	Lodging Rate/Staff	Aggregate Rate/Staff	DAS Funding	Match/Other	Total Amt.	Justification
NJ DAS quarterly provider meetings and or others	01/01/11	12/31/11	Trenton and Mercer Co.	NJ	own vehicle	1	\$0	\$0	\$0	\$0			\$0	To attend NJDAS quarterly meetings
Various prevention trainings for CPS recert.	01/01/11	12/31/11	Trenton, Atlantic City, New Brunswick	NJ	own vehicle	1	\$600	\$0	\$0	\$600			\$600	To attend 6 trainings during the year for credits toward CPS recertification. Trainings to be offered during the year.

CIMS

Subcontractor Name	Start Date	End Date	Service Type	Population	Characteristics	Evidence Based	Freq Measurement/Service Unit Description	Freq #/Yr	# of Clients	Rate/Service Unit Cost	Total Funding	Match / Other Funding	DAS Funding
Maryville, Inc.	1/1/2011	12/31/2011	Other	Adult	Criminal Justice Adults	Y	Visits	1,000	100,000	100,000,000,000	100,000,000	100,000,000	0.00
Maryville, Inc.	1/1/2011	12/31/2011	Other	Adult	General Population	N	Annual	1,000	18,000	500,000,000,000	900,000	0.00	900,000.00
Lighthouse at Mays Landing	1/1/2011	12/31/2011	Short Term residential	Adult	Co-Occurring	Y	Daily	10,000	6,750	240,000,000,000	21,000,000	0.00	0.00
New Hope Foundation	1/1/2011	12/31/2011	Halfway House	Adult	General Population	Y	Daily	52,630	1,000	57,000,000,000	3,000,000	0.00	3,000,000.00
Center for Family Services	1/1/2011	12/31/2011	Outpatient	Adult	Criminal Justice Adults	Y	Visits	27,880	6,000	75,000,000,000	12,550,000	0.00	12,550,000.00
Center for Family Services	1/1/2011	12/31/2011	Prevention/Educational	Adolescents	Families and Children w/Emotional Prob.	Y	Monthly	1,000	12,000	250,200,000,000	3,000,000	0.00	3,000,000.00
Maryville, Inc.	1/1/2011	12/31/2011	Outpatient	Adult	General Population	Y	Monthly	12,000	80,000	97,200,000,000	35,000,000	0.00	0.00
SODAT of New Jersey, Inc.	1/1/2011	12/31/2011	Other	Adult	Criminal Justice Adults	N	Daily	135,000	11,000	10,020,000,000	1,487,500	0.00	1,487,500.00
SODAT of New Jersey, Inc.	1/1/2011	12/31/2011	ETP	Adolescents	Elementary and Middle School Youth	N	Daily	1,000	50,000	60,000,000,000	3,000,000	0.00	3,000,000.00
The Wounded Healer	1/1/2011	12/31/2011	Transportation	All	Youth Adults 18 - 25 Years Old	Y	Visits	5,420	12,000	60,000,000,000	3,900,000	0.00	3,900,000.00

Subcontractor

9084
1064

17

Agency Name: Gloucester County Department of Human Services
Contract #: 12-530-ADA-0

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B: OTHER NARRATIVE

Purpose: Budget Preparation
PAGE 16 OF 22

Add Conferences/Meetings Add Inclusions

Subcontractors

Subcontractor Name	Start Date	End Date	Service Type	Population	Characteristics	Evidence Based	Freq Measurement/Service Unit Description	Freq #/Yr	# of Clients	Rate/Service Unit Cost	Total Funding	Match / Other Funding	DAS Funding
The Wounded Healer	1/1/2011	12/31/2011	Outpatient	All	General Population	Y	Daily	12,500	16,100	49,000,000.00	8050.00	0.00	8050.00
Kennedy Memorial Hospital Behavioral Health	1/1/2011	12/31/2011	Residential Detox	Adult	County Eligible	Y	Daily	3,500	38,100	300,000,000.00	40000.00	0.00	40000.00
Hendricks House	1/1/2011	12/31/2011	Halfway House	Women	General Population	Y	Daily	52,630	1,000	57,000,000.00	3000.00	0.00	3000.00
New Point Behavioral Health/ Fresh Start Prog	1/1/2011	12/31/2011	MICA	Adult	Co-Occurring	Y	Daily	252,000	20,000	1,390,000.00	7000.00	0.00	7000.00
Contact Community Helpline	1/1/2011	12/31/2011	Information/Referral	All	General Population	Y	Annual	1,000	1000,000	2,500,000.00	2500.00	0.00	2500.00
Project Aware of Glo. Co. DHS	1/1/2011	12/31/2011	Prevention/Educational	Adolescents	General School Pop.	N	Visits	1,000	500,000	0,650,000.00	325.00	0.00	325.00
Center for Family Services	1/1/2011	12/31/2011	Outpatient	Adolescents	Youth 12-17	Y	Visits	26,000	20,910	30,600,000.00	12550.00	0.00	12550.00
Lighthouse of Maryland, NJ	1/1/2011	12/31/2011	Residential Detox	Adult	Co-Occurring	Y	Daily	5,000	9,230	260,000,000.00	12000.00	0.00	12000.00
New Hope Foundation	1/1/2011	12/31/2011	Short Term residential	All	General Population	Y	Daily	14,000	7,190	145,000,000.00	14600.00	3244.00	11356.00
Center for Family Services	1/1/2011	12/31/2011	Prevention/Educational	Adolescents	Homeless	Y	Daily	365,000	12,000	7,420,000.00	32500.00	0.00	32500.00
1234													
2084													
Subcontractor Name	Start Date	End Date	Service Type	Population	Characteristics	Evidence Based	Freq Measurement/Service Unit Description	Freq #/Yr	# of Clients	Rate/Service Unit Cost	Total Funding	Match / Other Funding	DAS Funding
SODAT of New Jersey, Inc.	1/1/2011	12/31/2011	Other	All	Co-Occurring	N	Hourly	1,000	10,000	300,000,000.00	3000.00	0.00	3000.00
The Wounded Healer	1/1/2011	12/31/2011	EP	Adolescent male	Criminal Justice Youth	Y	Visits	1,000	50,000	100,000,000.00	5000.00	0.00	5000.00
Volunteers of America Delaware Valley	1/1/2011	12/31/2011	Short Term residential	All	General Population	Y	Daily	14,000	9,170	145,000,000.00	19000.00	0.00	19000.00
Hendricks House	1/1/2011	12/31/2011	Halfway House	Men	General Population	Y	Daily	70,175	2,000	57,000,000.00	8000.00	0.00	8000.00
Maryville, Inc.	1/1/2011	12/31/2011	Short Term residential	Adult	General Population	Y	Daily	1,000	496,550	145,000,000.00	72000.00	0.00	72000.00
SODAT of New Jersey, Inc.	1/1/2011	12/31/2011	Prevention/Educational	Adolescents	Families and Children w/Functional Prob.	N	Visits	5,000	20,000	20,000,000.00	2000.00	0.00	2000.00
The Wounded Healer	1/1/2011	12/31/2011	Intensive Outpatient	All	General Population	Y	Visits	24,000	9,170	75,000,000.00	16500.00	0.00	16500.00
Maryville, Inc.	1/1/2011	12/31/2011	Residential Detox	Adult	General Population	Y	Daily	3,477	59,000	195,000,000.00	40000.00	0.00	40000.00
New Hope Foundation	1/1/2011	12/31/2011	Residential Detox	All	General Population	Y	Daily	3,500	6,530	197,000,000.00	4500.00	0.00	4500.00
Anchor of Hope	1/1/2011	12/31/2011	EP	All	County Eligible	Y	Visits	2,220	6,000	45,000,000.00	600.00	0.00	600.00
1234													
304													

CIMS

Subcontractors

Subcontractor Name	Start Date	End Date	Service Type	Population	Characteristics	Evidence Based	Freq Measurement/Service Unit Description	Freq #/Yr	# of Clients	Rate/Service Unit Cost	Total Funding	Match / Other Funding	DAS Funding
SODAT of New Jersey, Inc.	1/1/2011	12/31/2011	Prevention/Educational	Adolescents	Youth 12-17	N	Daily	20,000	200,000	2,500,000.00	10000.00	0.00	10000.00
Pinnacle Treatment Center/Del Val	1/1/2011	12/31/2011	Methadone	Adult	General Population	Y	Weekly	4,000	13,330	75,000,000.00	4000.00	0.00	4000.00
Southwest Council	1/1/2011	12/31/2011	Other	All	General Population	N	Evaluations	1,000	13,000	100,000,000.00	13000.00	0.00	13000.00
Maryville, Inc.	1/1/2011	12/31/2011	Short Term residential	Adult	Co-Occurring	Y	Daily	13,330	5,000	165,000,000.00	11000.00	0.00	11000.00
SODAT of New Jersey, Inc.	1/1/2011	12/31/2011	Outpatient	Adult	General Population	Y	Hourly	29,550	8,000	35,000,000.00	8275.00	0.00	8275.00
1234													

Pg 404

18

Agency Name: Gloucester County Department of Human Services
Contract #: 12-530-ADA-BSTATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B: OTHER NARRATIVEPurpose: Budget Preparation
PAGE 16 OF 22

3 of 3

Add Additional

Item	Freq Measurement	Freq #/Yr	Rate	Total Amt.	Justification	
Membership Fees/Dues	Annually	1	250.00	\$250	NO Association of County Alcoholism and Drug Abuse Director's Membership Dues	/
Subscriptions	Annually	1	45.00	\$180	For various books and subscriptions throughout the year (i.e., "Professional Counselor" and other subscriptions and books.	/
Vehicle Mileage Reimbursement	Annually	848	1.00	\$848	1. --- Mileage- for Judy M. Tobia Johnson to attend NO Assoc. of County Alcohol and Drug Abuse Director's meetings 6 times per year and to be reimbursed for mileage at a rate of .50 per mile for 848 miles per year. 6 trips X (approx. 141.33 round trip miles per meeting)= \$424	/
Vehicle Mileage Reimbursement	Annually	318	1.00	\$318	Mileage -to perform on site monitoring of subgrantees and receive mileage reimbursement - 13 visits at approximately 24.5 round trip miles each at a rate of .50 per mile.	/
Vehicle Mileage Reimbursement	Annually	360	1.00	\$360	Mileage -to attend meetings per NO DAS availability and receive mileage reimbursement at a rate of .50 per mile for approx. 360 miles for about 4 meetings per year at 90 miles round trip each.= \$180	/
Vehicle Mileage Reimbursement	Annually	176	1.00	\$176	Mileage- 175 miles at .50 each mile for 2 trips to Trenton: 1) County Addiction Services Director to attend the Governor's Council Prevention Summit and 2) One other trip to the Trenton for another meeting at GCADA or DAS. = \$88	/
Vehicle Mileage Reimbursement	Annually	704	1.00	\$704	mileage reimbursement of approximately \$44 each training at a rate of .50 per mile for approx 704 miles for 4 trainings and 3 conferences = approx. \$350 mileage.	/
Membership Fees/Dues	Annually	1	80.00	\$80	National Association of Alcohol and Drug Abuse Counselors	/
Membership Fees/Dues	Annually	1	70.00	\$70	So. NJ Addiction Services Provider's Coalition	/
Printing	Annually	1	340.00	\$340	To reproduce various items for LACADA and PACAD for education and information as needed.	/

NA

CIMS

Logout

Go to: Schedule 2-Revenue

Return to Contract Screen

Agency Name: Gloucester County Department of Human Services
Contract #: 12-53D-ADA-0STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B: SCHEDULE 2-REVENUEPurpose: Budget Preparation
01/01/2012 - 12/31/2012
PAGE 17 OF 22 (9)

Contract #: 12-539-ADA-0

ANNEX B: SCHEDULE 2-REVENUE

	Woodbury						DAS			
	1	2	3	4	5	6	7	8	9	10
Description	Total Cost	Total DAS	T&E CTY	DETOX SUPP & SA	STATE DISC 1&2	AERF PLAN CTY	A&E CTY	County Match	Un-allowable	G&A
Additional Client Fees	0	0	0	0	0	0	0	0	0	0
Child Nutrition	0	0	0	0	0	0	0	0	0	0
Client Admission Fees	0	0	0	0	0	0	0	0	0	0
Client Outpatient Fees	0	0	0	0	0	0	0	0	0	0
Client Residential Fees	0	0	0	0	0	0	0	0	0	0
Client Self Pay	0	0	0	0	0	0	0	0	0	0
Conference/Meeting Fees	0	0	0	0	0	0	0	0	0	0
Co-occurring Services	0	0	0	0	0	0	0	0	0	0
County	0	0	0	0	0	0	0	0	0	0
Donations	0	0	0	0	0	0	0	0	0	0
Education	0	0	0	0	0	0	0	0	0	0
Food Stamps	0	0	0	0	0	0	0	0	0	0
Fundraising	0	0	0	0	0	0	0	0	0	0
Insurance	0	0	0	0	0	0	0	0	0	0
Interest	0	0	0	0	0	0	0	0	0	0
Lab Test Fees	0	0	0	0	0	0	0	0	0	0
Medicaid	0	0	0	0	0	0	0	0	0	0
Medicare	0	0	0	0	0	0	0	0	0	0
Rental Income	0	0	0	0	0	0	0	0	0	0
United Way	0	0	0	0	0	0	0	0	0	0
Welfare	0	0	0	0	0	0	0	0	0	0
WFNJ SAI	0	0	0	0	0	0	0	0	0	0
Aggregate non-DAS funded	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0
Save Save & Continue Export/Print										

20

NA

CIMS

Logout

Go to: [Schedule 3-Applicable Credits](#)[Return to Contract Screen](#)Agency Name: Gloucester County Department of Human Services
Contract #: 12-530-ADA-0STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B: SCHEDULE 3-APPLICABLE CREDITSPurpose: Budget Preparation
PAGE 18 OF 22[Add New Item](#)[Continue](#)[Export/Print](#)

21

N/A

CIMS

[Logout](#)[Go to: Schedule 4-Related Organizations](#)[Return to Contract Screen](#)Agency Name: Gloucester County Department of Human Services
Contract #: 12-530-ADA-0STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B: SCHEDULE 4-RELATED ORGANIZATIONSPurpose: Budget Preparation
PAGE 19 OF 22[Add New Item](#)[Continue](#)[Export/Print](#)

22

NA

CIMS

Logout

Go to: Schedule 5-Depreciation/Use Allowance

Return to Contract Screen

Agency Name: Gloucester County Department of Human Services
Contract #: 12-530-ADA-B

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B: SCHEDULE 5-DEPRECIATION/USE ALLOWANCE

Purpose: Budget Preparation
PAGE 20 OF 22

Add New Item



Continue Export/Print

23

MA

CIMS


[Logout](#)

Go to: [Schedule 6-Equipment Cost](#)

[Return to Contract Screen](#)

Agency Name: Gloucester County Department of Human Services
Contract #: 12-530-ADA-0

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B: SCHEDULE G-COST OF EQUIPMENT (\$5000 or more)

Purpose: Budget Preparation
01/01/2012 - 12/31/2012
PAGE 21 OF 22 

[illegible]

Save

Save & Continue

Export/Print

24

NA

CIMS

NA

[Logout](#)

Go to: [Equipment Inventory List](#)

[Return to Contract Screen](#)

Agency Name: Gloucester County Department of Human Services
Contract #: 12-530-ADA-0

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B: Equipment Inventory List (\$500 or more)

Purpose: Budget Preparation
PAGE 22 OF 22

[Add New Item](#)

[Continue](#)

[Export/Print](#)

25

GLOUCESTER County 2012 Planned Substance Abuse Resource Allocations by
 county name from top-down call name
 2012 PRAC

Funding Source, Population, Continuum of Care and Treatment Modality

Expenditures Continuum of Care Domains	ASAM Level	Funding Sources			Continuum of Care						
		2012 Amount	County Funds	Total Funds	Special Populations	Prevention Education Intervention	Treatment				Recovery Supports
		2012 Amount	County Funds	Total Funds			Drug Court	Long-Term Treatment	Short-Term Treatment	Intensive Outpatient	
Prevention											
Center For Family Services		\$27,525	\$0	\$27,525	youth						
SODAT		\$10,000	\$0	\$10,000	youth						
GC BHS Project Aware- Youth Ed.		\$325	\$0	\$325	youth						
Waltham Schools		\$2,500	\$0	\$2,500	women						
Concord Community Hallways		\$2,500	\$0	\$2,500	women						
Anchor of Hope		\$40,950	\$0	\$40,950	women						
Prevention Support		\$40,950	\$0	\$40,950	women						
Early Intervention (EI)		\$0	\$0	\$0	DUI						
Maryville - OLC COORD		\$0	\$0	\$0	youth						
The Youngest Healer		\$5,000	\$0	\$5,000	youth						
SODAT-Fam Supp. & SAC		\$5,000	\$0	\$5,000	youth						
Center For Family Services- Fg		\$3,000	\$0	\$3,000	youth						
Center For Family Services- Fg		\$4,975	\$0	\$4,975	youth						
The Sacred Heart		\$1,300	\$0	\$1,300	offenders						
El. Subsidy		\$15,275	\$0	\$15,275	offenders						
Treatment											
OUT		\$5,000	\$0	\$5,000							
Pinetree (DBA-Devereaux Valley/Med)		\$5,000	\$0	\$5,000	offenders						
Center For Family Services		\$4,450	\$0	\$4,450	offenders						
Center For Family Services		\$12,550	\$0	\$12,550	youth						
SODAT		\$14,875	\$0	\$14,875	offenders						
The Wounded Healer		\$8,275	\$0	\$8,275							
The Wounded Healer		\$3,550	\$0	\$3,550							
PC		\$3,550	\$0	\$3,550							
New Point Behavioral Health		\$5,000	\$0	\$5,000							
LTR, DLT, ILL, ILL (Salem)		\$0	\$0	\$0							
STR		\$72,000	\$0	\$72,000							
Maryville		\$11,000	\$0	\$11,000	offenders						
Volunteers of America Delaware Valley		\$19,000	\$0	\$19,000	offenders						
Recovery One of NALPHOUSE		\$21,000	\$0	\$21,000	offenders						
New Hope Foundation		\$12,500	\$0	\$12,500							
HH		\$5,000	\$0	\$5,000	women						
Handicap House		\$3,000	\$0	\$3,000	women						
Handicap House/House		\$3,000	\$0	\$3,000	women						
New Hope Foundation		\$3,000	\$0	\$3,000	women						
HOPE INPAT		\$0	\$0	\$0							
Treatment Support		\$215,000	\$67,902	\$282,902							
Recovery Support		\$215,000	\$67,902	\$282,902							
Maryville - OLC COORD		\$0	\$0	\$0							
Maryville - OLC COORD		\$0	\$0	\$0							
SODAT- Psychological Eval		\$12,000	\$0	\$12,000							
Recovery Support		\$12,000	\$0	\$12,000							
Discontinuation		\$4,500	\$0	\$4,500							
New Hope Foundation		\$4,500	\$0	\$4,500							
Maryville, Inc.		\$40,000	\$0	\$40,000							
Recovery One of NALPHOUSE		\$12,000	\$0	\$12,000							
Maryville - OLC COORD		\$40,000	\$0	\$40,000							
Kennedy Hospital - OH		\$0	\$0	\$0							
Indirect Costs/Administration		\$194,851	\$19,500	\$214,351							
Program Evaluation		\$0	\$0	\$0							
Total Expenditure		\$778,984	\$67,902	\$846,886							



BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Stephen M. Sweeney

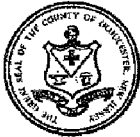
TO: ALL DEPARTMENTS

FROM: GARY M. SCHWARZ
COUNTY TREASURER

DATE: MAY 20, 2010

RE: 2010 FRINGE BENEFITS

The 2010 General Fringe Benefit percentage is 56.59%. The
breakdown by individual category is as follows:



Pension	10.82*
Group Insurance	37.86
NJ Employment Security	.26
FICA/Medicare	7.65
	56.59

COUNTY TREASURER'S
OFFICE

TREASURER
Gary M. Schwarz

Phone: 856.853.3353

BUDGET OFFICES

Phone: 856.853.3322
Fax: 856.845.6234

P.O. Box 337
Woodbury, NJ 08096

www.co.gloucester.nj.us

* For employees covered by Police and Firemen Pension,
substitute 19.91% for the above 10.82%.

The Workmen's Compensation rate must be added for each
particular position.

Also, please note that these figures are averages for the County at
large. If a grant specified that fringes need to be identified by individual,
this percentage would not apply.

New Jersey Relay Service - 711
800-852-7897
Gloucester County Relay Service
(TTY/TTD) - (856) 384-6846

INDIRECT COST PERCENTAGE
BASED ON CALENDAR YEAR 2009 ACTUAL COSTS

DEPARTMENTS	2003 INDIRECT COSTS	2009 DIRECT COST BASE (NOTE 1)	2008 COST RATE	NOTES
COUNTY CLERK	\$ 670,797	\$ 1,290,232	51.78%	
PROSECUTOR	\$ 1,650,816	\$ 2,751,423	27.90%	
ECONOMIC DEVELOPMENT - INCLUDING WIA (FORMERLY JTPA), WIA & PROGRAMS	\$ 1,049,367	\$ 1,251,612	26.47%	
CONSUMER PROTECTION	\$ 317,262	\$ 1,694,634	13.72%	
LAW LIBRARY	\$ 55,520	\$ 332,218	16.71%	(2)
JURY COMMISSION	\$ 3,228	\$ 511,051	23.15%	(2)
SURROGATE	\$ 193,177			(2)
PROBATION NO CHILD SUPPORT	\$ 24,191			(2)
PROBATION ALL OTHER	\$ 230,091			(2)
FAMILY COURT CLERKS-TITLE IV-D ADMINISTRATION	\$ 95,976			(2)
FAMILY COURT CLERKS-TITLE IV-D CHILD SUPPORT	\$ 39,003			(2)
FAMILY COURT - ALL OTHER	\$ 1,017,024			(2)
COURT ADMINISTRATION - FACILITY COSTS	\$ 440,131			(2)
COURT ADMINISTRATION - CHAMBERS	\$ 73,959			(2)
COURTROOMS & JUDGES CHAMBERS	\$ 1,204,838	\$ 2,240,760	53.64%	
JUVENILE DETENTION	\$ 219,843	\$ 308,179	71.34%	
BOARD OF TAXATION	\$ 31,202	\$ 192,897	16.18%	
MEDICAL EXAMINER	\$ 281,378	\$ 687,039	31.72%	(4)
COUNTY CLERK - ELECTIONS SECTION	\$ 88,442	\$ 676,955	0.13	(4)
COUNTY COMMISSIONER OF REGISTRATION	\$ 1,627,056		2.70	(4)
FIRE MARSHALL	\$ 58,504			(4)
FIRE TRAINING CENTER	\$ 729,269	\$ 323,469	246.58%	(3)
CONSTRUCTION BOARD OF APPEALS	\$ 73,690			(3)
ROADS & BRIDGES	\$ 2,481,396	\$ 2,414,547	102.77%	
ENGINEERING	\$ 1,345,756	\$ 1,550,530	126.10%	
CORRECTIONAL SERVICES/JAIL	\$ 3,641,043	\$ 13,217,485	26.82%	
HEALTH	\$ 1,343,437	\$ 3,486,334	36.64%	(5)
HEALTH WMO PROGRAM	\$ 51,922	\$ 1,341,870	38.33%	(5)
ANIMAL SHELTER	\$ 1,859,207			(3)
WORK FIRST NJ - SERVICES	\$ 4,827			(3)
WORK FIRST NJ - BOARD OF SOCIAL SERVICES	\$ 264,964			(3)
SHAWY LANE COMPLEX	\$ 22,827			(3)
SHAWY LANE NURSING HOME	\$ 1,303,776	\$ 1,150,128	113.82%	(3)
SHAWY LANE CHILD DEVELOPMENT CENTER	\$ 841,163	\$ 1,100,122	73.16%	(3)
SENIOR SERVICES (INCLUDING OTHER ADMIN. SU	\$ 549,477	\$ 1,357,968	67.55%	(3)
HUMAN SERVICES (EXCLUDING OTHER ADMIN. SU	\$ 864,467	\$ 354,152	141.64%	(3)
VETERANS AFFAIRS	\$ 177,002	\$ 953,739	30.09%	(3)
DISABILITY SERVICES	\$ 333,874	\$ 450,715	73.98%	(3)
SUPERINTENDENT OF SCHOOLS	\$ 30,331			(3)
VOCATIONAL SCHOOL	\$ 254,104			(3)
EXTENSION SERVICES	\$ 705,588			(3)
COUNTY COLLEGE	\$ 1,113,262			(3)
CULTURAL & HERITAGE	\$ 93,023			(3)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	\$ 13,731			(3)
IMPROVEMENT AUTHORITY	\$ 131,590			(3)
LIBRARY	\$ 131,590			(3)



BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER
Vincent H. Nestore, Jr.



DEPARTMENT OF HUMAN
SERVICES
DIRECTOR
Lisa A. Cerny
lcerny@co.gloucester.nj.us

Division of Addiction Services
Division Administrator
Judy M. Tobia Johnson
MBA
jujohnso@co.gloucester.nj.us

PO Box 337
Woodbury, NJ 08096

Phone: 856.384.6885
Fax: 856.384.0207

www.gloucestercountynj.us

New Jersey Relay Service - 711

To: Donna Cucetta -
From: Judy M. Tobia Johnson
Date November 21, 2011
Re: 2012 Contracted Agencies' Services Total = \$452,700*
[Note below regarding total services account (20299)=\$453,025]

1- Contact Community Help Lines	\$ 2,500
2- Anchorage of Hope,- Prevention	\$ 600
3- Center for Family Services	\$ 60,600
Breakdown by Service: Family Support \$3,000; Adult and Adolescent Outpatient \$ 25,100 Together Youth Shelter \$ 32,500.....	
4- Hendricks House-Halfway House	\$ 11,000
7- Maryville	\$ 177,000
Breakdown: Residential \$ 72,000; MICA- \$ 11,000; Detox- \$40,000; Outpatient Treatment- \$35,000 Assess/Evals \$ 10,000; Sober Living/Halfway \$9,000.....	
8- Detoxification to be determined	\$40,000
Breakdown: Residential Detoxification \$ 40,000	
9- Lighthouse Recovery Ctr. of NJ (in Mayslanding)	\$33,000
Breakdown: Residential \$ 21,000; Detox \$ 12,000	
9- Volunteers of America Recovery	\$19,000
Breakdown: Residential Treatment \$ 19,000;	
10- New Hope Foundation	\$22,100
Breakdown by Service: Residential - \$ 14,600 Detox - \$ 4,500; Mattie House/Halfway Hs.- \$3,000	
11- New Point Behavioral Health- MICA Outpatient	\$ 6,000
12- Pinnacle Inc. , - Methadone Detox	\$ 5,000
13- SODAT	\$ 41,150
Breakdn: Teen Center \$10,000; Jail Prog. \$14,875; FSP \$2,000 Student Ast.\$3,000/ Psyc. Evals \$3,000; Adult Outpt.\$8,275	
14- Southwest Council ---Assessment/Evaluations	\$1,300
15- The Wounded Healer	\$33,450
Breakdown by Service: Outpatient Treatment \$ 24,550 Juvenile Det. Assess./Eval. \$ 5,000; SJI Transport.\$3,900.....	

***NOTE: Total Services \$s [20299account] are actually \$453,025.
when including Glo. Co. Human Services - Project Aware \$325**

C: George Hayes; Amanda Liberto

2012

Application Date: 10-15-11

GLOUCESTER COUNTY BREAKDOWN OF PERSONNEL COSTS

<u>PERSONNEL SALARY</u>	<u>51</u>	<u>MATCH</u>	<u>LACADA ALLOT.</u>	<u>TOTAL</u>
A & DA Director	\$ 86,653.	-	-	\$ 86,653.
Secretary	\$ 32,570.	-	\$ 20,000.	\$ 52,570.
*Board Secretary	\$ 560.	-	-	\$ 560.
	\$119,783.		\$ 20,000.	\$139,783.

County Fringe at 44.94% ***ONLY APPLY \$50,000 to Grant = 35.9% of FT Salaries**

	<u>531</u>	<u>MATCH</u>	<u>LACADA ALLOT.</u>	<u>TOTAL</u>
A & DA Director	\$30,975.	-	-	\$ 30,975.
Secretary	\$19,025.	-	-	\$ 19,025.
	\$ 50,000.	\$ 0.	\$ 0.	\$ 50,000.

<u>INDIRECT COST</u>	\$ 0.	\$ 16,500.	\$ 0.	\$ 16,500.
-----------------------------	-------	------------	-------	------------

IDC - Rate = 17.67%

Of salary; only charge Grant \$16,500.**

*Fringe Breakdown - applies to all full time employees not Board Secretary "pt"
SEE ATTACHED

** In 2012- \$7,100 of the Indirect Cost charged to the grant is directly related to SJI (South Jersey Initiative) grant dollars for administrative support and if the Grant dollars for SJI Administration are lost (\$10,000 for admin and transportation for clients) then the County Indirect Costs chargeable to the grant will go down and will be less than \$16,500... This notation is here because it's been discussed by the state that in 2013 the "SJI" dollars will no longer come to the counties because of the dollars being transferred to the state budget to support NJ-Healthcare Reform's reimbursement for addiction services.

SALARY SCHEDULE E
(Effective January 1, 2011)

This schedule represents a 3.5% increase over the previous salary schedule.

2012 Contract Not yet finalized

Scale	Incr.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	A	B	C
01	854.34	28,478	29,332	30,187	31,041	31,895	32,750	33,604	34,458	35,313	36,167	854	1,139	1,424
02	888.63	29,621	30,510	31,398	32,287	33,176	34,064	34,953	35,841	36,730	37,619	889	1,185	1,481
03	924.57	30,819	31,744	32,668	33,593	34,517	35,442	36,366	37,291	38,216	39,140	925	1,233	1,541
04	962.16	32,072	33,034	33,996	34,958	35,921	36,883	37,845	38,807	39,769	40,731	962	1,283	1,604
05	1,001.73	33,391	34,393	35,394	36,396	37,398	38,400	39,401	40,403	41,405	42,407	1,002	1,336	1,670
06	1,043.28	34,776	35,819	36,863	37,906	38,949	39,992	41,036	42,079	43,122	44,166	1,043	1,391	1,739
07	1,086.99	36,233	37,320	38,407	39,494	40,581	41,668	42,755	43,842	44,929	46,016	1,087	1,449	1,812
08	1,132.80	37,760	38,893	40,026	41,158	42,291	43,424	44,557	45,690	46,822	47,955	1,133	1,510	1,888
10	1,180.92	39,364	40,545	41,726	42,907	44,088	45,269	46,450	47,630	48,811	49,992	1,181	1,575	1,968
11	1,231.26	41,042	42,273	43,505	44,736	45,967	47,198	48,430	49,661	50,892	52,123	1,231	1,642	2,052
12	1,284.30	42,810	44,094	45,379	46,663	47,947	49,232	50,516	51,800	53,084	54,369	1,284	1,712	2,141
13	1,339.83	44,661	46,001	47,341	48,680	50,020	51,360	52,700	54,040	55,380	56,719	1,340	1,786	2,233
14	1,398.33	46,611	48,009	49,408	50,806	52,204	53,603	55,001	56,399	57,798	59,196	1,398	1,864	2,331
15	1,459.83	48,661	50,121	51,581	53,040	54,500	55,960	57,420	58,880	60,340	61,799	1,460	1,946	2,433
16	1,524.21	50,807	52,331	53,855	55,380	56,904	58,428	59,952	61,476	63,001	64,525	1,524	2,032	2,540
17	1,592.01	53,067	54,659	56,251	57,843	59,435	61,027	62,619	64,211	65,803	67,395	1,592	2,123	2,653
18	1,662.99	55,433	57,096	58,759	60,422	62,085	63,748	65,411	67,074	68,737	70,400	1,663	2,217	2,772
19	1,737.39	57,913	59,650	61,388	63,125	64,863	66,600	68,337	70,075	71,812	73,550	1,737	2,317	2,896
20	1,815.90	60,530	62,346	64,162	65,978	67,794	69,609	71,425	73,241	75,057	76,873	1,816	2,421	3,027
21	1,897.98	63,266	65,164	67,062	68,960	70,858	72,756	74,654	76,552	78,450	80,348	1,898	2,531	3,163
22	1,984.41	66,147	68,131	70,116	72,100	74,085	76,069	78,053	80,038	82,022	84,007	1,984	2,646	3,307
23	2,075.13	69,171	71,246	73,321	75,396	77,472	79,547	81,622	83,697	85,772	87,847	2,075	2,767	3,459
24	2,170.11	72,337	74,507	76,677	78,847	81,017	83,188	85,358	87,528	89,698	91,868	2,170	2,893	3,617
25	2,270.40	75,680	77,950	80,221	82,491	84,762	87,032	89,302	91,573	93,843	96,114	2,270	3,027	3,784
26	2,375.13	79,171	81,546	83,921	86,296	88,672	91,047	93,422	95,797	98,172	100,547	2,375	3,167	3,959
27	2,485.14	82,838	85,323	87,808	90,293	92,779	95,264	97,749	100,234	102,719	105,204	2,485	3,314	4,142

Adm. Asst.

A+DA Director

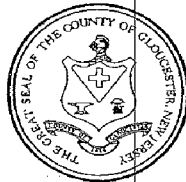
AGREEMENT

BETWEEN

**THE GLOUCESTER COUNTY BOARD OF
CHOSEN FREEHOLDERS, COUNTY CLERK,
SURROGATE, AND SHERIFF**

AND

**THE COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO**



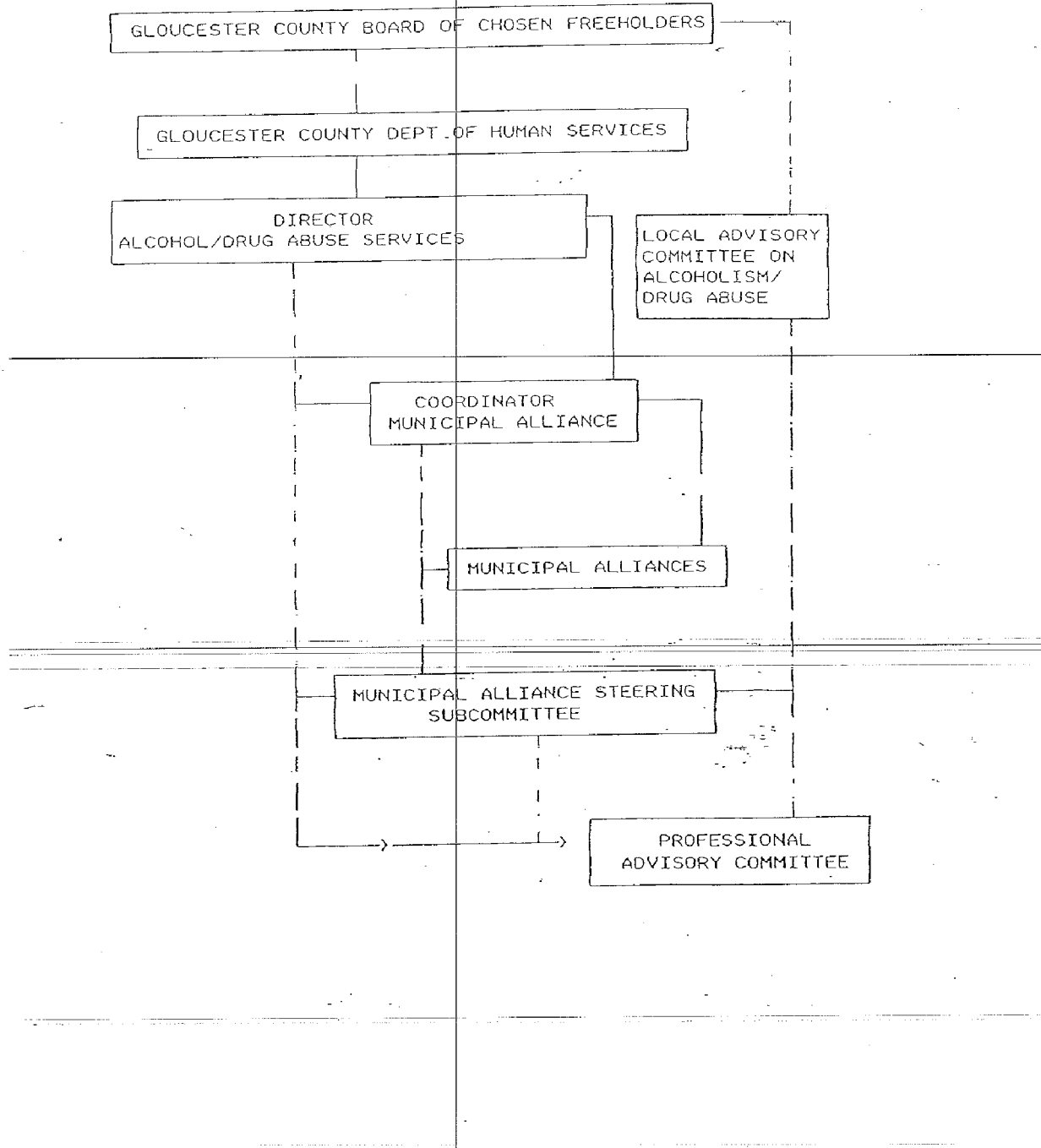
**Local 1085
Blue & White Collar, Supervisory, and Row Office Units**

January 1, 2007 – December 31, 2011

*2012 Contract
Not yet Finalized*

*2012
Contract Not
Agreement
yet
Finalized*

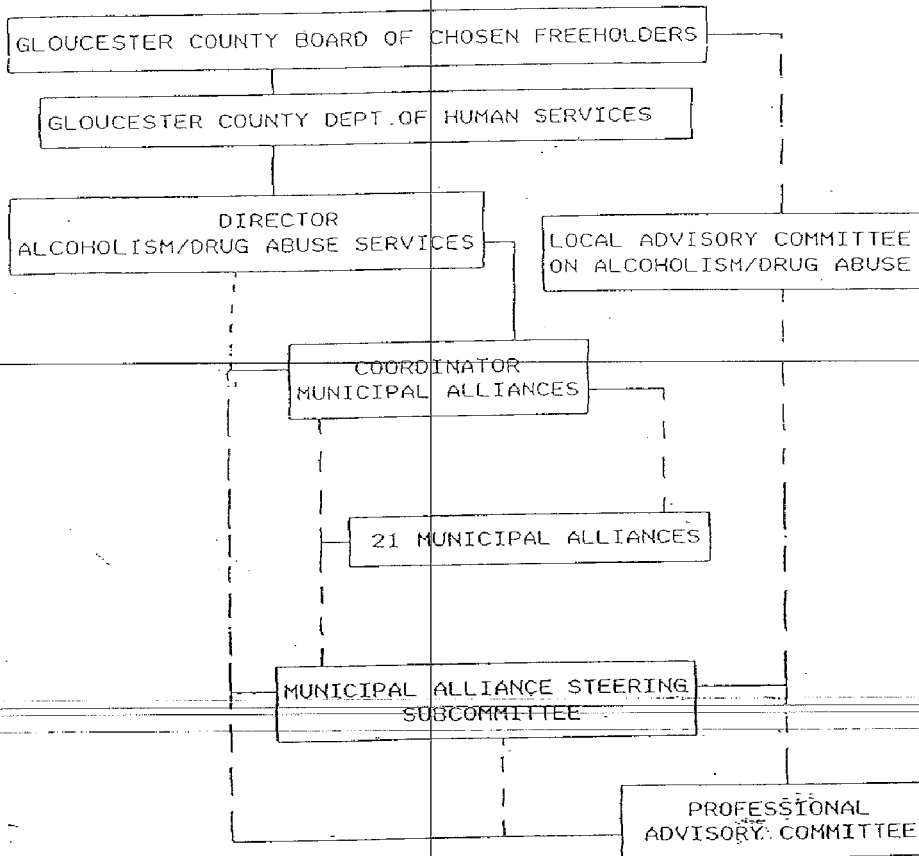
AGENCY DISCRIPTION
TABLE OF ORGANIZATION



AGENCY DESCRIPTION

D. MUNICIPAL ALLIANCE

TABLE OF ORGANIZATION



New Jersey Department of Human Services
APPLICATION FOR CONTRACT FUNDS
 (TYPE OR PRINT ALL DATA)

FOR STATE USE

Spending Plan No.

1. Name of Applicant Gloucester County Human Services, Addiction				County Gloucester	State NJ	Zip Code 08096																				
2. Street Address 115 Budd Blvd (P.O. Box 337)				City Woodbury																						
3. Name and Title of Fiscal/Principal Contact Gary M. Schwarz/Judy M. Tobia Johnson - jujohnso@co.gloucester.nj.us				Telephone No. 856-853-3353 / 856-384-6886																						
Street Address 1 North Broad Street				City Woodbury	County Gloucester	State NJ																				
4. Name of Attorney for Agency Thomas Campo, Esq.				Telephone No. 856-384-6898																						
5. Fax Number and E-mail Address 856-384-6894 tcampo@co.gloucester.nj.us																										
6. Employer ID No. 216000660		7. Certificate of Need Project (if applicable) <input type="checkbox"/> PENDING <input checked="" type="checkbox"/> NOT REQUIRED																								
8. Proposed Contract Title Gloucester County Comprehensive Alcohol/Drug Abuse				9. Location of Proposed Project (include county) Gloucester County																						
10. Site Locations See no. 2 above				Number ATTACH ADDITIONAL SHEETS																						
11. a. Will any member of the Board of Directors/Trustees receive any direct or indirect personal or monetary gain from the funding of this Contract? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																										
b. Does any member of the Board of Directors/Trustees serve on any board, council commission, committee or Task Force which has regulatory or advising influence on the funding program? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																										
MEMBER				BOARD, COUNCIL, ETC.																						
11c. Type of payment plan preferred <input checked="" type="checkbox"/> Cost-reimbursement <input type="checkbox"/> Advance Payment				11d. Location where payments should be sent As Noted on State Invoices to be Submitted																						
12. Type of Agency (check one) <input type="checkbox"/> PRIVATE NON-PROFIT <input checked="" type="checkbox"/> GOVERNMENT <input type="checkbox"/> HOSPITAL <input type="checkbox"/> PRIVATE PROFIT <input type="checkbox"/> OTHER (Specify) _____				13. Does the Agency Meet the following Licensure Requirements?																						
14. Agency Fiscal Year End December 31, 2011				<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>YES</th> <th>NO</th> <th>PENDING</th> <th>N/A</th> </tr> </thead> <tbody> <tr> <td>FOR FACILITY</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>FOR SERVICES</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>FOR PERSONNEL</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> </tbody> </table>				YES	NO	PENDING	N/A	FOR FACILITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FOR SERVICES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FOR PERSONNEL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	YES	NO	PENDING	N/A																						
FOR FACILITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>																						
FOR SERVICES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>																						
FOR PERSONNEL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>																						
15. Agency Accounting System: <input checked="" type="checkbox"/> Cash Basis <input type="checkbox"/> Other (Specify) _____ <input type="checkbox"/> Accrual Basis																										
16. Type of Request <input type="checkbox"/> NEW <input checked="" type="checkbox"/> RENEWAL OF CONTRACT NO. 11-530-ADA-0 <input type="checkbox"/> MULTI YEAR CONTRACT <input type="checkbox"/> MODIFICATION TO CONTRACT NO. _____ YEAR: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3				16a. Budget Period Mo./Day/Yr. FROM: January 1, 2012 THROUGH: December 31, 2012 b. Project Period Mo./Day/Yr. FROM: January 1, 2012 THROUGH: December 31, 2012																						
17. Is political subdivision covered by NJ Civil Service Merit System? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		18. Affirmative Action Plan <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		19. If Contract is awarded, will funds be used to replace which would be available in absence of award? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																						
COST OF PROJECT																										
20a. Total Funds Needed \$664,476		b. Funds Requested from State \$579,984		c. Funds From Other Sources \$84,492		3																				
21a. Name of NJDHS Representative Regarding Application Lynne Alexander				21b. Program (Contracting Agency) Division of Addiction Services																						
22. CERTIFICATION -- The applicant certifies that to the best of his/her knowledge and belief all data supplied in this application and attachments are true and correct, the document has been duly authorized by the governing body of the applicant and further understands and agrees that any Contract received as a result of this application shall be subject to the Contract conditions, and other policies, regulations and rules issued by the New Jersey Department of Human Services which include provisions described in Contract application instructions.																										
NAME AND TITLE OF APPLICANT (Print) Gloucester Co. Freeholder Director				SIGNATURE OF APPLICANT		DATE OF APPLICATION																				

DAS-40 JULY 08

NJ - DEPARTMENT OF HUMAN SERVICES

2017 - Board Resolution Validation Form - Pg 1 of 2

Department Component: *NJ* Division of Addiction Services

Agency Name: Gloucester County DHS/ Division of Addiction Services

Contract Number and Term: 12-530-ADA-O (1-1-12 12-31-12)

Contract Reimbursable Ceiling: 579,984-State + 84,492-County Match = 664,476 Total

TO BE COMPLETED BY THE CONTRACTED PROVIDER:

Date of Board meeting:

Required quorum:

Members Present:

To Be Filled By

2012 BOARD RESOLUTION VALIDATION FORM

Pg 2 of 2

The Board resolves the following:

1. The Board accepts and will execute the Department of Human Services contract for the above noted term, with the above-noted reimbursable ceiling as well as the Level of Service and Performance Outcomes as stated in the contract.
2. **The authorized signatories for contract documents, checks and invoices are: (full name & title)** _____
3. The Board agrees to comply with all applicable Federal and State laws and regulations, as well as DHS policies per the applicable DHS Standard Language Document(s) (P.2.01, S2.03, S2.05, and S2.07).
4. **Specific to HIPAA (Health Insurance Portability and Accountability Act), the above noted agency is either:**
_____ a) a covered entity
_____ b) a non-covered entity and has executed a DHS Business Associated Agreement (BAA) last dated _____

Once executed, the BAA will be included in the departmental component official contract file. The BAA *will be considered applicable indefinitely* unless there is a change in the agency's status, information or the content of the BAA, in which case it is the responsibility of the contracted provider to revise the BAA.

The Board agrees that if there is *any change* in either 4(a) or (b) that the Department of Human Services Departmental component will be immediately notified and the appropriate information provided within 10 days.

5. The Board acknowledges that the Department of Human Services does not and will not provide legal advice regarding the contract or about any other facet of the relationship between the Department of Human Services and the Agency. The Board further acknowledges that any and all legal advice must be sought from the Agency's own attorneys and not from the Department of Human Services.

Board Authorized signatory and date: _____

STANDARD LANGUAGE DOCUMENT
NJ - DEPARTMENT OF HUMAN SERVICES AGREEMENT
WITH
COUNTY OF GLOUCESTER, NJ
(Contracted State Agency)

This AGREEMENT shall be effective as of the date recorded on the signature page between the signatories identified on the signature page.

WHEREAS the New Jersey Department of Human Services (the "Department") has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the Departmental Component to be directly responsible for the funding, implementation, and administration of such social service and training programs, including the program(s) covered by this Agreement; and

WHEREAS the Departmental Component desires that the Contracted State Agency provide services and the Contracted State Agency has agreed to provide services in accordance with the terms and conditions contained in this Agreement;

THEREFORE the Departmental Component and the Contracted State Agency identified on the signature page agree as follows:

I. Definitions

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Annex(es) means the attachments(s) to this document containing programmatic and financial information.

Agreement means this document, the Annex(es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and shall supporting documents. The Agreement constitutes the entire agreement between the parties. Any change or modification to this Agreement must be written and approved in writing by the Departmental Component.

Contracted State Agency means the State organization or unit that enters into a contractual arrangement with a Departmental Component of the Department of Human Services.

Days means calendar days

Departmental Component means the division, bureau, office or other unit within the Department of Human Services responsible for the negotiation, administrative review, approval, and monitoring of certain social services and training Contracts or Agreements.

Expiration means the cessation of the Agreement because its term has ended.

Notice means an official written communication between the Departmental Component and the Contracted State Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the person(s) and address(es) specified for such purpose in the Annex(es) or to such other person(s) as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five days after being sent to the last address known by the Departmental Component.

Termination means an official cessation of this Agreement, prior to the expiration of its term, resulting from action taken by the Departmental Component or the Contracted State Agency, in accordance with provisions contained in this Agreement.

II. BASIC OBLIGATIONS OF THE DEPARTMENTAL COMPONENT

Section 2.01 Payment. As established in the Annex(es), payment for Agreement Services delivered shall be based on allowable expenditures or the specific rate per unit of services delivered. Such payment(s) shall be authorized by the Departmental Component in accordance with the Agreement time frames; not to exceed the maximum amount specified in the Annex(es). All payments authorized by the Departmental Component under this Agreement shall be subject to revision on the basis of an audit or audits conducted under Section 3.04 Audit or on the basis of Departmental Component monitoring or evaluation of the quality of services delivered pursuant to this Agreement.

III. BASIC OBLIGATIONS OF THE CONTRACTED STATE AGENCY

Section 3.01 Agreement Services. The Contracted State Agency shall provide services to eligible persons in accordance with all specifications contained in this Agreement.

Section 3.02 Reporting. The Contracted State Agency shall submit to the Departmental Component programmatic and financial reports on forms provided by the Departmental Component, as well as, any other information requested on the checklist attached hereto as Attachment 2. The reporting frequency and due date(s) shall be specified and sample forms, if applicable, shall be included in the Annex(es).

Section 3.03 Compliance with Laws. The Contracted State Agency agrees in the performance of this Agreement to comply with all applicable federal, State, and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: (1) State and local laws relating to licensure; (2) federal and State laws relating to safeguarding of client information; (3) the federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and non-discrimination in public contracts; (4) the federal Equal Employment Opportunity Act; (5) Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; (6) the New Jersey Department of Treasury regulations, policies, and procedures; and (8) policies and procedures of the Department of Human Services (See Section 3.05 of this Agreement). Failure to comply with the laws, rules, regulations, policies, and procedures referenced above shall be grounds to terminate this Agreement.

If any provision of this Agreement conflicts with any federal or State law(s) or shall have the effect of causing the State of New Jersey to be ineligible for federal financial participating in payment for Agreement services, the specific Agreement provision shall be considered amended or nullified to conform to such law(s). All other Agreement provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Audit. At any time during the Agreement term and up to 7 years after Expiration or Termination of the Agreement, the Contracted State Agency's compliance with specific Agreement provisions and the operations of any assignees or subcontractors engaged by the State Agency under Section 5.03 Assignment and Subcontractors may be subject to audit by the Departmental Component or by any appropriate unit or agency of State or federal government.

Whether or not such audits are conducted during the Agreement term, a final financial and compliance audit of Agreement operations, including the relevant operations of any assignees or subcontractors, may be conducted after Agreement Termination or Expiration. If any audit has been started but not completed or resolved before the end of the 7 year period, the Contracted State Agency continues to be subject to such audit until it is completed and resolved.

Section 3.05 Department Policies and Procedures. In the administration of this Agreement the Contracted State Agency, unless otherwise noted in this Agreement, shall comply with all applicable policies and procedures issued by the Department of Human Services including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Agreement.

IV. TERMINATION

This Agreement may be terminated or suspended in accordance with the sections listed below.

Section 4.01 Termination for Convenience by the Departmental Component or Contracted State Agency. The Departmental Component or Contracted State Agency may terminate this Agreement upon 60 Days' written advance Notice to the other party for any reason whatsoever, including lack of funding by the Departmental Component.

The parties expressly recognize and agree that the Departmental Component's ability to honor the terms and conditions of this Agreement is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Agreement, therefore, the federal and/or the State government reduces its allocation to the Departmental Component, the Departmental Component reserves the right, upon Notice to the Contracted State Agency, to reduce or terminate the Agreement.

Section 4.02 Default and Termination for Cause. If the Contracted State Agency fails to fulfill or comply with any of the terms or conditions of the Agreement, in whole or in part, the Departmental Component may by Notice place the Contracted State Agency in default status, and take any action(s) listed in accordance with Policy Circular P9.05, Contract Default located in the Department's Contract Policy and Information Manual. Notice shall follow the procedures established in the Policy Circular.

Section 4.03 Termination Settlement. When an Agreement is terminated under any of the terms of this Agreement, the Contracted State Agency shall be prohibited from incurring additional obligations of Agreement funds. The Departmental Component may allow costs which the Contracted State Agency could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

The Contracted State Agency and Departmental Component shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.04 Audit.

V. ADDITIONAL PROVISIONS

Section 5.01 Records. The Contracted State Agency must keep adequate books and records, supporting documents, statistical records, and all other records pertinent to the Agreement. The Contracted State Agency shall retain all such books and records for 7 years after the Expiration or Termination of the Agreement.

The Contracted State Agency's books, records and facilitates must be available to the Department or an agent of the State or federal government for the purposes of visitation, inspection, evaluation or audit. Such visitations, inspections, evaluations and audits, may be at any time and may be announced or unannounced.

If any litigation, claim, negotiation, audit or other acting involving the records has not been resolved, the records must be retained until after such resolution.

Section 5.02 Application of New Jersey Law. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A 59:13-1 et seq.).

Section 5.03 Assignment and Subcontracts. No rights or obligations of the Contracted State Agency under this Agreement, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of the Departmental Component. Such consent shall not relieve the Contracted State Agency of its full responsibilities under this Agreement. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or any of its terms, but shall operate only as an approval of the Contracted State Agency's request for the making of a subcontractor. All approved assignments and subcontracts shall bear full responsibility, without recourse to the Departmental Component, for their performance. The Contracted State Agency shall forward copies of all assignment and subcontract documents to the Departmental Component and shall retain copies of them on file together with this Agreement.

Section 5.04 Client Fees. Other than as provided for in the Annex(es) and/or Departmental Component specific policies, the Contracted State Agency shall impose no fees or any other types of charges of any kind upon recipients of Agreement services.

Section 5.05 Modifications and Amendments. If both parties to this Agreement decide to amend or supplement this agreement, any and all such amendments or supplements shall be in writing, dated and signed by both parties. The amendment or supplement shall incorporate the entire Agreement by reference and will not serve to contradict, amend or supplement the Agreement except as specifically expressed in the amendment or supplement. A modification form(s) shall be supplied by the Department of Human Services Departmental Component.

Section 5.06 Exercise of Rights. A failure or a delay on the part of the Departmental Component or the Contracted State Agency in exercising any right, power or privilege under this Agreement shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.07 Copyrights. The Department of Human Services reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Department or federally funded contract or subcontract. The Department also reserves the right to authorize others to reproduce, publish or otherwise use any work or materials developed under said contract or subcontract.

Section 5.08 Sufficiency of Funds. A separate Agreement confirmation letter (Attachment 3) may be sent from the Department of Human Services prior to the effective date or during the Agreement term. The confirmation letter shall include the Agreement term and the negotiated Agreement reimbursable ceiling. The confirmation letter shall be signed by the authorized Agreement signatory and returned to the Department address noted in the letter. If a letter is sent, the Agreement shall not be valid or binding and no payment(s), other than Initial Advance Payment will be approved until the Department is in receipt of a properly executed confirmation letter.

Whenever an Agreement ceiling is revised (increased or decreased) during the Agreement term, an Agreement Modification confirmation letter (Agreement 4) may be initiated that follows the same procedure as the Agreement confirmation letter.

The Agreement term and reimbursement ceiling specified in the Agreement confirmation letter(s) are hereby incorporated into and made a part of this Agreement.

Section 5.09 Salary Compensation Limitation (Excludes Physician and Advanced Practice Nurses). The amounts paid under this contract to the Contracted State Agency for employee compensation are subject to the following conditions:

(i) Full-time Salary Compensation Limitation. No monies under the contract shall be paid to the Contracted State Agency for costs of any individual salary (including bonuses) to be paid to any of the Contracted State Agency's full-time employees (excluding Physician and Advanced Practice Nurses) in excess of the schedule set forth below:

Full-time Salary Compensation Limitation Schedule

Full-time Salary Compensation Limitations vary as follows: Only one Full-time Salary Compensation Limitation shall be applicable to each Contracted State Agency. This includes the aggregate of all contracts held with: 1) the Department of Human Services and 2) the Department of Children and Families.

For Contracted State Agencies with gross revenue (based on the last annual audit report) for the entire organization of:

- a) Over \$20 million, the limitation shall be \$141,000 (Benchmark Salary),
- b) Over \$10 million, but less than or equal to \$20 million the limitation shall equal 90% of the Benchmark Salary (\$126,900),
- c) Over \$5 million, but less than or equal to \$10 million the limitation shall equal 85% of the Benchmark Salary (\$119,850),
- d) Less than \$5 million, the limitation shall equal 75% of the Benchmark Salary (\$105,750).

(ii) Part-time Salary Compensation Limitation. The salary compensation limitation for a part-time employee, or for an employee whose time is only partly spent on activities compensated under this contract, shall be calculated by prorating the compensation for the position as prescribed under the Full-time Salary Compensation Limitation Schedule. The prorated percentage shall be specified in the Annex B and shall be determined by the regular number of work hours for that Part-time title or that the employee is scheduled to work on matters compensated under this contract;

(iii) Any salary paid to any employee in excess of these limitations must be paid out of funds received from sources other than this Contract, or funds other than those received from other contracts held within the Department of Human Services or Department of Children and Families;

(iv) The Full - or Part-time Salary Compensation Limitation will apply to cost reimbursement contracts at the time of contract renewal;

(v) Any fixed/fee for service rate contracts set prior to the adoption of this amendment is not subject to the salary compensation limitations prescribed in Section 5.16(i) or (ii), however, any fixed/fee for service rate contract set prior to the adoption of this amendment that is subsequently renewed at a higher rate are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16 (i) or (ii);

(vi) Any fixed/fee for service rate developed for a new program or service in an existing contract are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16(i) or (ii);

(vii) Any new contracts entered into after the date of the adoption of this amendment are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16 (i) or (ii).

Section 5.17 Salary Compensation Limitation for Physician and Advanced Practice Nurses. The amounts paid under this contract to the Contracted State

Agency to compensate Physicians and Advanced Practice Nurses are subject to the following conditions:

- (i) A maximum compensation of \$212,000 per annum, regardless of the amount of gross revenues of the entire organization;
- (ii) Part-time Physicians and Advanced Practice Nurse's compensation will be calculated pursuant to Section 5.16 (ii).

Section 5.10 Compensation Limitation for Fringe Benefits. This section is being reserved for future consideration.

Section 5.11 Compensation Limitation for Employee Severance Agreement. Unless an exception has been approved by the Departmental Component for a specific circumstance, the amounts paid under this contract to the Contracted State Agency for an employee severance agreement are subject to the following conditions:

- (i) The Contracted State Agency has an established written uniform severance agreement for all employees covered under the contract;
 - (a) No monies shall be paid to the Contracted State Agency for a severance payment to any employee in excess of the equivalent of two (2) weeks compensation (salary and fringe benefits);
 - (b) No monies shall be paid to the Contracted State Agency for a severance payment to any employee that has been employed by the Contracted State Agency for less than one (1) year of continuous employment; and
 - (c) ~~No monies shall be paid to the Contracted State Agency for a~~ severance payment to any employee that was discharged for cause (as cause is determined by the Contracted State Agency's policies).
- (ii) If the Contracted State Agency does not have an established written uniform severance agreement, no monies shall be paid to the Contracted State Agency for a severance payment for any employee covered under the contract.

Section 5.12 Compensation Limitation for Employee Travel Expenses.

The amounts paid under this contract to the Contracted State Agency for staff travel including; conference and registration fees, mileage reimbursement, meals and incidental expenses (M&IE), parking, and overnight lodging accommodations for employees who are compensated in whole or in part under this contract are subject to the following conditions:

(i) General Provisions:

- (a) In- and out-of-state travel must be directly related to the employee's duties as set forth in the contract and/or be required for accreditation and/or licensure of the contracted program;
- (b) For in-state travel and for out-of-state travel that is within 50 miles of the border of the State where the Contracted State Agency is located, no monies provided under the contract shall be used for employee lodging expenses unless previously approved by the Departmental Component;
- (c) Travel costs may be charged on an actual basis and may include a mileage reimbursement rate, as well as meals and incidental expenses (M&IE) up to, but not to exceed the Federal reimbursement rates (refer to the Federal internet web site, <http://www.gsa.gov>, for current rates) in effect at the time the employee traveled.

(ii) In-State Provisions: The Contracted State Agency may not approve any in-state travel reimbursement in excess of two-hundred and fifty dollars (\$250.00) per employee, per event, unless written approval is obtained from the departmental component's contracting authority prior to such travel;

(iii) Out-of-State-Provisions:

- (a) The Contracted State Agency must obtain prior-approval from the departmental component's contracting authority for an employee's out-of-state travel, regardless of travel costs, unless such travel is no further than 50 miles from the border of the state where the Contracted State Agency is located, and travel costs per employee are less than two-hundred and fifty dollars (\$250.00); and
- (b) Out-of-state travel (excluding travel no further than 50 miles from the border of the State where the Contracted State Agency is located) or travel costs in excess of the two-hundred and fifty dollar (\$250.00) limit by the employee, that was not pre-approved by the departmental component's contracting authority shall not be eligible for reimbursement under the contract.

Section 5.13 Compensation Limitation for Employee Tuition Reimbursement. The amounts paid under this contract to the Contracted State

Agency for tuition reimbursement and related expenses are subject to the following conditions:

(i) No monies paid to the Contracted State Agency under the contract shall be used for any costs incurred by the Contracted State Agency's employees to attend any educational courses including tuition, textbooks, supplies, etc. unless such courses are required by the contract or for program licensure, certification, and/or Medicaid standards; or;

(ii) No monies paid to the Contracted State Agency under the contract shall be used for any costs incurred by the Contracted State Agency's employees to attend educational courses including tuition, textbooks supplies, etc. unless such courses are towards a field of service related to the Contracted State Agency's contract and the allocated contract monies do not exceed the lesser of \$5000 or 1% of the Contracted State Agency's total annual operating budget; and

(iii) There are monies allocated in the Contracted State Agency's approved contract budget for the specific educational expenses consistent with Section 5.21(i) and (ii).

Section 5.14 Compensation Restriction for Contracted State Agency Sponsored Meetings, Conferences, Training, or Special Events. The amounts paid under this contract to the Contracted State Agency for the cost of administrative meetings, conferences, or special events are subject to the following condition:

(i) No such monies under the contract shall be paid to the Contracted State Agency for costs associated with meetings, conferences, or special events where agency staff is the beneficiary of the event. Unallowable costs include, but are not limited to the following: meals and refreshments, entertainment, overnight lodging, receptions or other social functions held for honoring all staff;

(ii) The Contracted State Agency may use monies under the contract to cover training-related costs such as modest facility costs and nominal refreshments, e.g. coffee, tea, water, soda, donuts, pastries, cookies, and bagels.

Section 5.15 Criteria for and Processing a Vehicle Request. The Contracted State Agency may request a new or replacement vehicle to be paid from monies under the contract only under the following conditions:

(i) The Contracted State Agency must request written approval from the departmental component's contracting authority to purchase or replace a vehicle

and each request must be accompanied by the following supporting documentation. The request may be denied even if all supporting documentation is supplied. Documentation required includes:

- (a) Explanation as to why the purchase or replacement of the vehicle is required to fulfill contractual obligations;
- (b) Assurance that no one Contracted State Agency employee will be permanently assigned the vehicle;
- (c) Assurance that the Contracted State Agency has sufficient funds to cover the vehicle's operating costs for the anticipated useful life of the vehicle;
- (d) Submission of three (3) written bids for the same year, make, model, and option package;
- (e) If the vehicle is a replacement vehicle, documentation consistent with Section 5.23 (ii) below;

(f) Any exceptions to the criteria and purchasing requirements (Section 5.23 (i) (a)-(e)), will be dealt with on a case by case basis with the departmental component's contracting authority; and

(g) If the request is approved, the Contracted State Agency shall be required to purchase the vehicle from the lowest-priced vendor consistent with Section 5.23 (i) (d).

(ii) The Contracted State Agency may request to replace an existing vehicle under any of the following conditions:

- (a) odometer reading exceeds 125,000;
- (b) vehicle age is 10 years or older;
- (c) repair costs to maintain operational capacity of vehicle would exceed fifty (50) per cent of current trade-in Blue Book value of vehicle;
- (d) repair costs have exceeded fifty (50) per cent of the current trade-in Blue Book value over the course of the past year;
- (e) vehicle was involved in an accident and deemed "totaled" by the insurance carrier; and

(f) upon written request supported by sufficient documentation, the Departmental component's contracting authority determines that the vehicle is no longer road worthy and unsafe to drive.

(iii) If the Contracted State Agency receives approval to purchase a vehicle, the maximum cost of the vehicle including all dealer fees and charges may not exceed \$25,000 per vehicle. This limitation excludes passenger vans, or specialized and adaptive vehicles for handicapped consumers.

(iv) When a Contracted State Agency has a fleet management program that includes leased vehicles, the Contracted State Agency may obtain approval on a program basis so that the Contracted State Agency does not require approval on a vehicle basis.

**DEPARTMENT OF HUMAN SERVICES
AGREEMENT WITH**

County of Gloucester
(CONTRACTED STATE AGENCY)

AGREEMENT SIGNATURES AND DATES

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Agreement set forth on the preceding pages in Articles I through Article V, and any related Annexes.

The Agreement contains 13 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Agreement is inadmissible, the parties having made the Agreement as the final and complete expression of their mutual understanding.

Agreement Name: Gloucester County Comprehensive
Addiction Services

Contract #: _____

Effective Date: 1/1/12

Expiration Date: 12/31/12

Funding Amount: \$ _____

DEPARTMENT

STATE AGENCY

Contact Person Lynne Alexander

Contact Person Judy M. Tobia-Johnson

Title NJDHS/Div. of Mental Health
and Addiction Services, County

Title Director, Gloucester County
Division of Addiction

Telephone (609) 984-0895

Liaison Telephone (856) 384-6886

AGREEMENT SIGNATURES

Lynn A. Kovich

Assistant Commissioner
Title

signature

Division of Mental Health & Addiction Services
(Dept. of Human Services)

(Date)

Robert M. Damming
(Name)

Freeholder Director, Gloucester
(Title)

signature

County of Gloucester, DHS
(Contracted State Agency) Div. of
Addiction Services

(Date)

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT

between the New Jersey Department of Human Services (DAS)
and County of Gloucester, NJ

This Business Associate Agreement sets forth the responsibilities of the Gloucester Co. Business Associate) and the New Jersey Department of Human Services (DAS) as a Covered Entity, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted thereunder by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations. This Business Associate Agreement is an Amendment to the Underlying Contract (Insert Previous Contract # 11-530-ADAD) between Business Associate and Covered Entity and sets forth additional terms that may modify the Underlying Contract.

A. Definitions:

1. The terms specified below shall be defined as follows:

- a. *Agreement*: "Agreement shall mean this Business Associate Agreement Amending Contract (Insert Previous Contract # 11-530-ADAD).
- b. *Designated Record Set*: "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- c. *Individual*: "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- d. *Notice of Privacy Practices*: "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
- e. *Privacy Rule*: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- f. *Protected Health Information (PHI)*: "PHI" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
- g. *Record*: "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.

h. *Required by Law*: "Required by Law" shall have the same meaning as in 45 CFR 164.501.

i. *Secretary*: "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his designee.

j. *Underlying Contract*: "Underlying Contract" shall mean the agreement between Covered Entity and Business Associate for children's mental health services (summarize contract subject, ie, for specified record management services), designated as Contract (

2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

B. Obligations and Activities of Business Associate

1. *Permitted Uses*. Business Associate may use PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Underlying Contract and this Agreement, provided that such use would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.

2. *Specified Permitted Disclosures*. Business Associate may further disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Underlying Contract, or for the proper management and administration of Business Associate, provided that such disclosure is Required by Law, or would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity, and Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which PHI has been disclosed. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.

3. *Nondisclosure*. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Contract, or as Required by Law. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.

4. *Safeguards*. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.

5. *Duty to Mitigate*. Business Associate agrees to take prompt corrective action to mitigate any harmful effect that is known to Business Associate of a use or

disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

6. *Duty to Notify of Improper Use or Disclosure.* Business Associate agrees to notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, or the Privacy Rule, or of any suspected or actual breach of security or intrusion whenever it becomes aware within twenty-four hours of Business Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt corrective action to cure or mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security or intrusion.
7. *Business Associate's Agents.* Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.
8. *Access.* Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).
9. *Amendment.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526 or the Underlying Contract, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.
10. *Appeals from Denial of Access or Amendment.* Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.
11. *Internal Practices.* Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.
12. *Duty to Document Disclosures.* Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.
13. *Retention of Protected Information.* Notwithstanding the provisions of Section D of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that

it and its officers, employees, contractors, subcontractors and agents shall continue to maintain the information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.

14. *Audits, Inspections, and Enforcement.* In addition to any rights of Covered Entity's rights in the Underlying Contract to review, inspect or audit all records, Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or contractors, to inspect the facilities, systems, books, records and procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section E of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity.

C. Obligations of Covered Entity: Provision for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

1. *Safeguards.* Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.
- ~~2. *Limitations in Notice of Privacy Practices.* In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.~~
3. *Revocations of Permission.* Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
4. *Request for Restrictions.* Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
5. *Permissible Requests by Covered Entity.* Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible

under the Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

D. Term of Business Associate Agreement and Termination of Underlying Contract and Business Associate Agreement

1. *Term.* This Agreement shall be effective as of May 22, 2003 and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.
2. *Termination for Cause.* Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:
 - a. *Opportunity to Cure.* Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify and if Business Associate does not cure the breach or end the violation upon such terms and conditions as Covered Entity has specified. Covered Entity may terminate the Underlying Contract (03AOKR) and require that Business Associate fully comply with the procedures specified in subsection 3, below;
 - b. *Termination of Underlying Contract.* Immediately terminate the Underlying Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible; or
 - c. *Report to the Secretary.* If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.
3. *Effect of Breach of this Agreement on Termination of the Underlying Contract.*
 - a. *Obligation to Return or Destroy All PHI.* Except as provided in paragraph b of this section, upon termination of the Underlying Contract for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
 - b. *Certification of Return or Destruction.* Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its subcontractors or agents maintains any PHI in any form, whether paper, electronic or film, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Covered Entity shall

acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.

- c. *Obligations in the Event of Inability to Return or Destroy.* In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If Covered Entity determines it is feasible, Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of Business Associate. Upon Covered Entity determining that Business Associate cannot return or destroy PHI, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

E. Indemnification and Release

1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees and costs and court costs), expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.
2. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of Covered Entity.
3. Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6.
4. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agencies, or contractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising

under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.

5. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.

F. **Miscellaneous**

1. *Regulatory References.* A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.
2. *Amendment.* Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superceded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.
3. *Survival.* The respective rights and obligations of Business Associate and Covered Entity under Section D, "*Term of Business Associate Agreement and Termination of Underlying Contract and Business Associate Agreement*", above, shall survive the termination of the Underlying Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "*Indemnification*", and Section B(11), "*Internal Practices*", above, shall survive the termination of this Agreement or the Underlying Contract.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
5. *No Third Party Beneficiaries.* Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
6. *Notices.* Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile members listed below:

Business Associate:

Covered Entity:

1. Privacy Officer

DHS (DAS) Privacy Officer
120 South Stockton Street
P.O. Box 362
Trenton, NJ 08625-0362
Facsimile# (609) 292-1045

2. Director of Division (Specify)

Facsimile #

7.

As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Covered Entity to this document.

The undersigned representative of Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Business Associate to this document.

Covered Entity:

Business Associate:

Signature

Signature

Printed Name

Robert M. Damming
Printed Name

Title

Freeholder Director, County of Gloucester
Title

Agency

Gloucester County Div. of Addiction Services
Agency

Date

Date

C4

**RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO APPLY TO
AND ENTER INTO AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF
HUMAN SERVICES, DIVISION OF DISABILITY SERVICES FOR THE RENEWAL
OF THE PERSONAL ASSISTANCE SERVICES PROGRAM GRANT FOR THE
PERIOD OF JANUARY 1, 2012 THROUGH DECEMBER 31, 2012
IN THE TOTAL AMOUNT OF \$435,000.00**

WHEREAS, there is a need for the County of Gloucester to apply to and enter into an agreement with the New Jersey Department of Human Services, Division of Disability Services for the 2012 contract renewal of the Personal Assistance Services Program (PASP) Grant, to continue providing personal assistance to New Jersey residents between the ages of 18 and 70 who have chronic physical disabilities, are self-directing and have no relative or formal care giver available to provide the help they need; and

WHEREAS, the grant is for the total amount of \$435,000.00, with a term of January 1, 2012 through December 31, 2012; and

WHEREAS, the Personal Assistance Services Program (PASP) Act provides for yearly allocation of grant funds to each of New Jersey's 21 counties; and

WHEREAS, recipients of Personal Assistance Services Program (PASP) services are required to be employed in paid occupations, receiving training or education related to employment and/or are actively participating in community based independent living; and

WHEREAS, the Gloucester County Office of Disability Services will be responsible for the grant implementation.

WHEREAS, funding is subject to approval of the 2012 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to apply to and enter into Agreement with the New Jersey Department of Human Services, Division of Disability Services for the 2012 contract renewal for the Personal Assistance Services Program (PASP) Grant for the total amount of \$435,000.00 for the term of January 1, 2012 through December 31, 2012.

BE IT FURTHER RESOLVED in the event additional funding is awarded as a result of the failure of other eligible counties to apply, all such additional funding will be utilized on a program of PASP for the fiscal year 2012 in accordance with Grant requirements and all other conditions of this application.

BE IT FURTHER RESOLVED the Gloucester County Office of Disability Services will be responsible for grant implementation.

BE IT FURTHER RESOLVED the County of Gloucester will submit to the New Jersey Department of Human Services an application with an action plan and spending plan and that the County model program with all its requirements is hereby adopted.

BE IT FURTHER RESOLVED that funding by the County is subject to approval of the 2012 Gloucester County budget.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on January 18, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR



C4

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207
lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

New Jersey Relay Service - 711
Gloucester County Relay Service
(TTY/TTD) - (856)848-6616

TO: Leona Mather

DEPARTMENT: Division of Ed / Disability Services

GRANT TITLE: Personal Assistance Services Program

DATE: December 15, 2011

CERTIFICATION LETTER

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed
Grant has been reviewed and meets the standard requirements

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]

Grants Coordinator

FREEHOLDER MEETING: December 28, 2011

Jan 18



State of New Jersey

DEPARTMENT OF HUMAN SERVICES
PO Box 700
TRENTON, NJ 08625-0700

DIVISION OF DISABILITY SERVICES

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

JENNIFER VELEZ
Commissioner

JOSEPH M. AMOROSO
Director
609-292-7800

October 3, 2011

Frederick Keating, Director
Gloucester County Office of Disability Services
District Education Campus
1340 Tanyard Road
Sewell, NJ 08080

Re: Contract #12ARHS

Dear Mr. Keating:

I am writing you concerning the renewal of your agency's contract for the administration of the Personal Assistance Services Program (PASP) in Gloucester County.

We anticipate that your new allocation will be \$435,000.00 for the period of January 1, 2012 through December 31, 2012.

Please adhere to the updated Policy Circular P2.01, Department of Human Services' Standard Language Document for Social Service and Training Contracts dated June 10, 2010 with an effective date of July 1, 2010.

Your attention is directed to Policy Circular P1.01 promulgated July 20, 2009. This policy governs documents and conditions required for processing, executing and documenting a DHS Third Party Contract. **The "Required Contract Documents Checklist" indicates the required documents you must submit in their entirety for the contract to be executed. This form needs to be completed, signed, and returned ensuring your contract package includes all the required documents on the checklist.**

The complete contract renewal package should be returned by December 31, 2011 to:

Joan Van Gilson, Contract Administrator
NJ Department of Human Services
Division of Disability Services
P.O. Box 700
Trenton, New Jersey 08625-0700

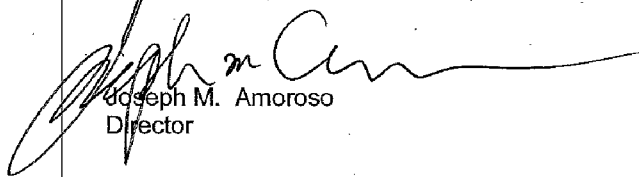
New Jersey Is An Equal Opportunity Employer

Frederick Keating
October 3, 2011
Page 2

Following the approval of the renewal package by the Division of Disability Services, your agency will be issued payments according to your Schedule of Estimated Claims.

We anticipate that your continued partnership with the Division through the Personal Assistance Services Program will help enhance the provision and delivery of quality services rendered to your consumers.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph M. Amoroso", is written over the typed name and title.

Joseph M. Amoroso
Director

c: Carolyn Selick
Joan Van Gilson
Walt Baranowski

DEPARTMENT OF HUMAN SERVICES

INITIAL REQUIRED CONTRACT DOCUMENTS CHECKLIST

Instructions: The Departmental Component is to:

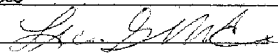
- check off all of the required documents the provider agency needs to submit (or have available for an onsite review, if noted);
- send a copy of this form to the provider agency for signature and return along with the required documents;
- document and monitor the compliance status of the submissions by completing the last four columns; and
- assure this form is completed annually as part of the preparation of a contract package.

Contract # 12ARHS

Contract Agency: Gloucester County Division of Education/Disability Services

Contract Term January 1, 2012- December 31, 2012

Provider Agency's authorized signatory: Leona G. Mather, Division Head



Departmental Component _____

DHS Reviewer & Title _____

Compliance status-for DHS completion

Required Documents	Agency needs to provide to DHS only if checked	Check if the document submitted is on file and in compliance	Check if NOT in compliance or add other comments	Check if document is to be reviewed at the Agency, include date when reviewed Onsite	N/A
DHS Award letter	✓ X				
A Letter /list containing DHS contact persons	✓ X				
A copy of the Required Contract Documents Checklist	✓ X				
Two Standard Language Documents	✓ X				
A Signed/dated Executive Order 129 Certification form	✓ X				
Annex B, B-2 or Budget Summary	✓ X				
Annex A or Annex A Update	✓ X				
Performance Outputs/Outcomes	✓ X				
Copy of Insurance Declaration Page(s) and/or Malpractice Insurance	X				
Copy of Certificate of Incorporation**	X				
Board Resolution form with authorized Signatories	✓ X				
Board Resolution/DHS forms for match responsibilities					
A dated current Board Members list					
A copy of all applicable licenses					
A list of all contracts and grants (if not on the Annex B)					
A organizational structure chart					
A copy of the Personnel Manual or Employee Handbook					
Copy of the Certification of Employee Information Report or recent completed Employee Information Report- AA302 form**					
Copy of the Provider's Affirmative Action Policy					
Copy of the Conflict of Interest Policy					
Copy of Provider Agency's By-Laws					
A Signed/dated Business Associate Agreement (BAA)	✓ X				
Copy of all local certificates of occupancy					
Copy of Lease or Mortgage (s)					
Copy of the Annual Report to the Secretary of State					
Copy of the State of NJ Business Registration					
Copy of the Annual Report-Charitable Organization					
Copy of the latest Audit					
Copy of Tax Exempt Form 990					
Copy of U.S. Corporation Income Tax Return, form 1120					
Copy of Procurement Policy					
Current Equipment Inventory					
Copy of Subcontracts/Consultant agreements					
Copy of signed Payment Schedule	✓ X				
Reports:					
Programmatic					
Fiscal					
Close out					
Other Departmental Component-specific documents (D.C. is to specify documents):					

**Counties are exempt; needed for subcontractors

New Jersey Department of Human Services
Division of Disability Services

Joseph M. Amoroso, Director, 609-292-7800

Carolyn Selick, PASP Administrator, 609-633-2392

Walter Baranowski, Fiscal Manager, 609-984-4653

Joan Van Gilson, Contract Administrator, 609-984-5233

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

STANDARD LANGUAGE DOCUMENT
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

This CONTRACT is effective as of the date recorded on the signature page between the Department and the Provider Agency identified on the signature page.

WHEREAS the New Jersey Department of Human Services (the "Department") has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the Departmental Component to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this Contract; and

WHEREAS the Department desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE the Department and the Provider Agency agree as follows:

I. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Additional Insured means an endorsement to an insurance policy extending the coverage to the State of New Jersey against loss in accordance with the terms of the policy. Designating the State as an additional insured permits the Department to pay the premium should the insured fail to do so.

Annex (es) means the attachment(s) to this document containing programmatic and financial information.

Consumer means an individual receiving services from or funded in whole or in part by DHS or one of its departmental components.

Contract means this document, the Annex (es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents. The Contract constitutes the entire agreement between the parties.

Contractor means the person or entity entering into this contract with DHS or one of its departmental components.

Department means the New Jersey Department of Human Services. It means, where appropriate from the context, the division, commission, bureau, office, unit or other designated component of the Department of Human Services responsible for the administration of particular Contract programs.

Departmental Component means the divisions, bureau, commissions, office or other unit within the Department responsible for the negotiation, administration review, approval, and monitoring of certain social service or training Contracts.

Expiration means the cessation of the Contract because its term has ended.

Notice means an official written communication between the Department and the Provider Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five Days after being sent to the last address known by the Department.

Provider Agency means the person or entity entering into this contract with DHS or one of its departmental components.

Subcontractee means the legal entity that enters into a Contractual arrangement with a Contractee (Contracted Provider Agency) or another Subcontractee, no matter how many interceding administrative Tiers (levels) separate the parties.

Termination means an official cessation of this Contract, prior to the expiration of its term, that results from action taken by the Department or the Provider Agency in accordance with provisions contained in this Contract.

II. BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. As established in the Annex (es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex (es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex (es). All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.13 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials. Upon written request of the Provider Agency, the Department shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

Section 3.01 Contract Services. The Provider Agency shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting. The Provider Agency shall submit to the Department programmatic and financial reports on forms provided by the Department. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex (es), or otherwise made available by the Departmental Component.

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: State and local laws relating to licensure; federal and State laws relating to safeguarding of client information; the federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; the Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq. Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Business Associate Agreements and State Confidentiality Statutes. DHS is a covered entity pursuant to the Health Insurance Portability and Accountability of 1996, 42 U.S.C.A. §1320d et seq. (HIPAA); 45 CFR Parts 160 and 164. Before a Provider Agency obtains or is permitted to access to, create, maintain or store Protected Health Information (PHI) as part of its responsibility under this contract, the Provider Agency shall first execute a Department of Human Services Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to

execute a BAA. DHS shall have the sole discretion to determine when a Provider Agency's work will involve PHI. Protected Health Insurance shall have the same meaning as in 45 CFR 160.103.

Provider Agencies that enter any subcontract where the work for the subcontract involves a Consumer's PHI shall require its subcontractor to execute a BAA that meets all the requirements of HIPAA, including those in 45 CFR 164.504(e). A standard form of BAA is available for Provider Agency's use from the Department. If the BAA is breached by the Provider Agency, or its subcontractor, the Provider Agency shall notify the Department within 24 hours of the breach. The Department may, in its sole discretion and at any time, request a BAA compliance audit or investigation of the Provider Agency or its subcontractor with which the Provider Agency has entered into a BAA. The Provider Agency shall cooperate with all Department requests for a BAA compliance audit and/or investigation and shall require that its subcontractor cooperate with all Departmental requests for BAA compliance audits and investigations.

In addition to the confidentiality requirements of HIPAA if applicable, a Provider Agency shall maintain the confidentiality of all certificates, applications, records and reports ("Records") that directly or indirectly identify any consumer and shall not disclose these records except where disclosure is consistent with applicable DHS regulations, the BAA, if any, and is:

1. to the consumer, or his or her legal guardian, if any, or if the consumer is a minor, to the consumer's parent; or
2. necessary to carry out the work of this Contract;
3. in response to a proper inquiry for information, but not Records, as to the consumer's current medical condition to any relative, friend, or to the consumer's personal physician or attorney, if it appears that the information is to be used directly or indirectly for the benefit of the consumer; or
4. relevant to a consumer's current treatment and is being disclosed to the staff of another community agency, screening service, short-term care or psychiatric facility.

Section 3.05 Business Registration. According to P.L. 2001, c. 134 (N.J.S.A. 52:32-44 et seq.) all profit and non-profit corporations (domestic and foreign), as well as, all limited partnerships, limited liability companies, and limited liability partnerships must submit annual reports and associated processing fees (annual business registration) to the Division of Revenue, Department of the Treasury commencing with the year after they file for their Certificate of Incorporation with the State of New Jersey. No State agency (the Department) may Contract with a Provider Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey or its annual business registration is current. Failure to comply with

this paragraph or the citation referenced above shall be grounds for the Department to Terminate this Contract for cause.

Section 3.06 Set-Off for State Tax and Child Support. Pursuant to N.J.S.A. 54:49-19, if the Contractor is entitled to payment under the contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

Section 3.07 Source Disclosure. N.J.S.A. 52:34-13.2 that codified Public Law 2005, c.92 and Executive Order 129 requires when submitting a Request for Proposals and/or contract, the Provider Agency shall submit as part of their proposal and/or contract Certification listing where their contracted services will be performed and if the contracted services, or an portion thereof, will be subcontracted and where any subcontracted services will be performed.

Any changes to the information submitted in the Source Disclosure Certification during the term of the contract must be immediately reported to the Director of the Division of Purchase and Property and to the departmental component within the Department for whom the contracted services are being performed. A Service Provider that shifts its activities outside the United States and its constituent Commonwealths and territories without prior written affirmation by the Director attesting to the fact that extraordinary circumstances required the shift or that the failure to shift the services would result in the infliction of economic hardships to the State of New Jersey, shall deemed to be in breach of contract which would be subject to termination by the Department.

Section 3.08 Contractor Certification and Disclosure of Political Contributions. N.J.S.A. 19:44A-20.13-20.25 that codified Public Law 2005, Chapter 51 and Executive Order 134, and Executive Order 117 require that any for-profit agency that seeks or contracts to provide services in the amount of \$17,500 or more must submit to the Department the Certification and Disclosure of Political Contribution forms. This form includes a certification that the business entity has not, during certain specified time frames, solicited or made any contribution of money, pledge of reportable contributions, including in-kind contributions, to any candidate committee and/or election fund of the Governor or Lieutenant Governor, any legislative leadership committee or any State, county or municipal political party committee. The form also requires disclosure of any of the above referenced reportable contributions made by the business entity, its principals, officers, partners, directors, spouses, civil union partners and resident children.

If awarded a contract, the Contractor/Bidder will, on a continuing basis, continue to report any Contribution it makes during the term of the contract, and any extension(s) thereof. Failure to do so will result in termination of the contract and could result in the debarment

from public contracting of the Contractor/Bidder for a period of up to five years.

Non-profit organizations are exempted from the requirements of Section 3.08

Section 3.09 Contract Certification and Political Contribution Disclosure Form. The Provider Agency is advised of its responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c.271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the Provider Agency's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us/.

Section 3.10 Affirmative Action. During the performance of this Contract, the contractor (Provider Agency) agrees as follows:

The Provider Agency and its subcontractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability.

The Provider Agency will also take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability. Such action shall include, but not be limited to the following: employment; promotion; demotion; or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and, selection for training, including apprenticeship. The Provider Agency agrees to post in conspicuous places that are readily available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The Provider Agency or subcontractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability.

The Provider Agency or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments

under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Provider Agency or subcontractor agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Provider Agency or subcontractor agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Provider Agency or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Provider Agency or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Provider Agency and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Provider Agency and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 (N.J.A.C. 17:27).

Section 3.11 Department Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.12 Financial Management System. The Provider Agency's financial management system shall provide for the following:

- (a) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
- (b) records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;
- (c) effective internal control structure over all funds, property and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- (d) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- (e) accounting records supported by source documentation;
- (f) procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and
- (g) procedures consistent with the provisions of any applicable Department policies and procedures for determining the reasonableness, allowability and allocability of costs under this Contract.

Section 3.13 Audit. The Department requires timely submission of the Provider Agency's annual organization-wide audit. Non-compliance will be grounds for termination.

Audits shall be conducted in accordance with Policy Circular P7.06, Audit Requirements, Generally Accepted Auditing Standards as specified in the Statements on Auditing Standards issued by the

American Institute of Certified Public Accountants; Government Auditing Standards issued by the Comptroller General of the United States and the Single Audit Act Amendments of 1996 (The Single Audit Act); Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations and New Jersey OMB Circular 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration.

The Provider Agency is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four-year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

Section 3.14 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of \$2,000 utilized for the construction, alteration, renovation, repair or modification of public works or public buildings to which the federal government is a party, or any contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the contractor must pay the prevailing wages to each designated worker class engaged under the contract at wage rates determined by the U.S. Secretary of Labor.

In addition, any State funds in excess of \$2,000 utilized through a subsequent Provider Agency contract or subcontract for any public work in which the Department is a party, or for public work to be done on property or premises leased or to be leased by the Department shall comply with the NJ Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said contracts or subcontracts. The Provider Agency must determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

Section 3.15 Contract Closeout. The Provider Agency shall comply with all requirements of Policy Circular P7.01, Contract Closeout, including the timely submittal of the Final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 Days of Contract Expiration, Non-renewal or Termination.

IV. Expiration, Non-Renewal and/or Termination

The Department may in accordance with the sections below allow a Contract to expire and or not be renewed.

Section 4.01. The Department or Provider Agency may let this Contract expire at the end of the contract term upon 60 Days' advance written Notice to the other party for any reason whatsoever, including lack of funding by the Department. In the case of contract awards that are made on a time limit basis (i.e. Federal Grant, Special Appropriation; one time funding to support a program), the 60 day notice is not required.

Section 4.02 Contract Settlement. When a Contract has expired under any section of Article IV of this Contract or Policy Circular P9.05, Contract Default, the Provider Agency shall be prohibited from incurring any additional obligations of Contract funds. The Department may allow costs that the Provider Agency could not reasonably avoid during the Expiration process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 Audit.

The Department may terminate or suspend this Contract in accordance with the sections listed below.

Section 4.03 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy Circular P9.05, Contract Default. Notice shall follow the procedures established in the Policy Circular.

The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider Agency has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review

options, time frames and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.04 Termination by the Department or Provider Agency.
The Department or Provider Agency may terminate this Contract upon 60 Days' advance written Notice to the other party for any reason whatsoever, including lack of funding by the Department.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the Department, the Department reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

Section 4.05 Termination Settlement. When a Contract is terminated under any section of Article IV of this Contract or Policy Circular P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs that the Provider Agency could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 Audit.

V. ADDITIONAL PROVISIONS

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).

Section 5.02 Assignment and Subcontracts. This Contract, in whole or in part, may not be assigned by the Provider Agency or assumed by another entity for any reason, including but not limited to changes in the corporate status of the Provider Agency, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may: (1) approve the assignment and continue the Contract to term; (2) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (3) disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the Department. Such consent to subcontract shall not relieve the Provider Agency of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency's request for the making of a subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

Section 5.03 Client Fees. Other than as provided for in the Annex (es) and/or Departmental Component specific policies, the Provider Agency shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification. The Provider Agency shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Contract; or (2) any failure to perform the Provider's obligations under this Contract or any improper or deficient performance of the Provider's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Contract, nor shall they be construed to relieve the Provider from any liability nor preclude the State of New Jersey, its Agencies, and/or the Department of Human Services from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

The Provider's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from the acts occurring prior to termination.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State of New Jersey, Department of Human Services and the Departmental Component shall be included as an Additional Insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the Department may pay the premium and, upon Notice to

the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment. The Provider Agency is responsible for forwarding a copy of its insurance policy declaration page to the Contracting Departmental Component for its contract files.

Section 5.06 Modifications and Amendments. If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplements shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence. No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the Provider Agency in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of, the community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities the opportunity to experience any and all available social services irrespective of their ethnic or cultural heritage.

Section 5.10 Copyrights. The State of New Jersey reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Department or federally funded contract or subcontract. The Department also reserves the sole right to authorize others to reproduce, publish or otherwise use any work or materials developed under said contract or subcontract.

Section 5.11 Successor Contracts. If an audit or Contract close-out reveals that the Provider Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the Provider Agency.

Section 5.12 Sufficiency of Funds. The Provider Agency shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Contract is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under its contract with the Provider Agency or to observe and adhere its performance obligation under the contract as a result of the failure of the Legislature to appropriate the funds necessary to do so shall not constitute a breach of the Contract by the Department or default thereunder and the Department shall not be held financially liable therefore. In addition, future funding shall not be anticipated from the Department beyond the duration of the Contract with the Provider Agency and in no event shall the contract be construed as a commitment by the Department to expend funds beyond the termination date set therein.

Section 5.13 Collective Bargaining. State and federal law allow employees to organize themselves into a collective bargaining unit. Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

Section 5.14 Independent Employer Status. Employees of Provider Agencies that Contract with the Department of Human Services are employees of the Provider Agency, not the State.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., Provider Agencies are independent, private employers with all the rights and obligations of such, and are not political subdivisions of the Department of Human Services.

As such, the Provider Agency acknowledges that it is an independent contractor, providing services to the Department of Human Services, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions which includes the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers.

The Provider Agency acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with Provider Agencies through regulatory oversight and ensuring contractual performance, the Provider understands that the Department is not the employer of a Provider Agency's employees.

The Provider Agency further acknowledges that while the Department reimburses Provider Agencies for all allowable costs under the Contract, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which Provider Agencies may enter. Moreover, each Provider Agency understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a contract with the State of New Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

In compliance with Paragraph 3 of Executive Order No. 189, no Provider Agency shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Provider Agency transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any Provider Agency shall be reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission on Ethical Standards.

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or

entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No Provider Agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No Provider Agency shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Provider Agency or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

Section 5.16 Salary Compensation Limitation (Excludes Physician and Advanced Practice Nurses). The amounts paid under this contract to the Provider Agency for employee compensation are subject to the following conditions:

(i) Full-time Salary Compensation Limitation. No monies under the contract shall be paid to the Provider Agency for costs of any individual salary (including bonuses) to be paid to any of the Provider Agency's full-time employees (excluding Physician and Advanced Practice Nurses) in excess of the schedule set forth below:

Full-time Salary Compensation Limitation Schedule

Full-time Salary Compensation Limitations vary as follows: Only one Full-time Salary Compensation Limitation shall be applicable to each Provider Agency. This includes the aggregate of all contracts held with: 1) the Department of Human Services and 2) the Department of Children and Families.

For Provider Agencies with gross revenue (based on the last annual audit report) for the entire organization of:

- a) Over \$20 million, the limitation shall be \$141,000 (Benchmark Salary),
- b) Over \$10 million, but less than or equal to \$20 million the limitation shall equal 90% of the Benchmark Salary (\$126,900),
- c) Over \$5 million, but less than or equal to \$10 million the limitation shall equal 85% of the Benchmark Salary (\$119,850),
- d) Less than \$5 million, the limitation shall equal 75% of the Benchmark Salary (\$105,750).

(ii) Part-time Salary Compensation Limitation. The salary compensation limitation for a part-time employee, or for an employee whose time is only partly spent on activities compensated under this contract, shall be calculated by prorating the compensation for the position as prescribed under the Full-time Salary Compensation Limitation Schedule. The prorated percentage shall be specified in the Annex B and shall be determined by the regular number of work hours for that Part-time title or that the employee is scheduled to work on matters compensated under this contract;

(iii) Any salary paid to any employee in excess of these limitations must be paid out of funds received from sources other than this Contract, or funds other than those received from other contracts held within the Department of Human Services or Department of Children and Families;

(iv) The Full - or Part-time Salary Compensation Limitation will apply to cost reimbursement contracts at the time of contract renewal;

(v) Any fixed/fee for service rate contracts set prior to the adoption of this amendment is not subject to the salary compensation limitations prescribed in Section 5.16(i) or (ii), however, any fixed/fee for service rate contract set prior to the adoption of this amendment that is subsequently renewed at a higher rate are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16 (i) or (ii);

(vi) Any fixed/fee for service rate developed for a new program or service in an existing contract are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16(i) or (ii);

(vii) Any new contracts entered into after the date of the adoption of this amendment are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16 (i) or (ii).

Section 5.17 Salary Compensation Limitation for Physician and Advanced Practice Nurses. The amounts paid under this contract to the Provider Agency to compensate Physicians and Advanced Practice Nurses are subject to the following conditions:

(i) A maximum compensation of \$212,000 per annum, regardless of the amount of gross revenues of the entire organization;

(ii) Part-time Physicians and Advanced Practice Nurse's compensation will be calculated pursuant to Section 5.16 (ii).

Section 5.18 Compensation Limitation for Fringe Benefits. This section is being reserved for future consideration.

Section 5.19 Compensation Limitation for Employee Severance Agreement. Unless an exception has been approved by the Departmental Component for a specific circumstance, the amounts paid under this contract to the Provider Agency for an employee severance agreement are subject to the following conditions:

(i) The Provider Agency has an established written uniform severance agreement for all employees covered under the contract;

(a) No monies shall be paid to the Provider Agency for a severance payment to any employee in excess of the equivalent of two (2) weeks compensation (salary and fringe benefits);

(b) No monies shall be paid to the Provider Agency for a severance payment to any employee that has been employed by the Provider Agency for less than one (1) year of continuous employment; and

(c) No monies shall be paid to the Provider Agency for a severance payment to any employee that was discharged for cause (as cause is determined by the Provider Agency's policies).

(ii) If the Provider Agency does not have an established written uniform severance agreement, no monies shall be paid to the Provider Agency for a severance payment for any employee covered under the contract.

Section 5.20 Compensation Limitation for Employee Travel Expenses.

The amounts paid under this contract to the Provider Agency for staff travel including; conference and registration fees, mileage reimbursement, meals and incidental expenses (M&IE), parking, and overnight lodging accommodations for employees who are compensated in whole or in part under this contract are subject to the following conditions:

(i) General Provisions:

(a) In- and out-of-state travel must be directly related to the employee's duties as set forth in the contract and/or be required for accreditation and/or licensure of the contracted program;

(b) For in-state travel and for out-of-state travel that is within 50 miles of the border of the State where the Provider Agency is located, no monies provided under the contract shall be used for employee lodging expenses unless previously approved by the Departmental Component;

(c) Travel costs may be charged on an actual basis and may include a mileage reimbursement rate, as well as meals and incidental expenses (M&IE) up to, but not to exceed the Federal reimbursement rates (refer to the Federal internet web site, <http://www.gsa.gov> for current rates) in effect at the time the employee traveled.

(ii) **In-State Provisions:** The Provider Agency may not approve any in-state travel reimbursement in excess of two-hundred and fifty dollars (\$250.00) per employee, per event, unless written approval is obtained from the departmental component's contracting authority prior to such travel;

(iii) **Out-of-State-Provisions:**

(a) The Provider Agency must obtain prior-approval from the departmental component's contracting authority for an employee's out-of-state travel, regardless of travel costs, unless such travel is no further than 50 miles from the border of the state where the Provider Agency is located, and travel costs per employee are less than two-hundred and fifty dollars (\$250.00); and

(b) Out-of-state travel (excluding travel no further than 50 miles from the border of the State where the Provider Agency is located) or travel costs in excess of the two-hundred and fifty dollar (\$250.00) limit by the employee, that was not pre-approved by the departmental component's contracting authority shall not be eligible for reimbursement under the contract.

Section 5.21 Compensation Limitation for Employee Tuition Reimbursement. The amounts paid under this contract to the Provider Agency for tuition reimbursement and related expenses are subject to the following conditions:

(i) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend any educational courses including tuition, textbooks, supplies, etc. unless such courses are required by the contract or for program licensure, certification, and/or Medicaid standards; or;

(ii) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend educational courses including tuition, textbooks supplies,

etc. unless such courses are towards a field of service related to the Provider Agency's contract and the allocated contract monies do not exceed the lesser of \$5000 or 1% of the Provider Agency's total annual operating budget; and

(iii) There are monies allocated in the Provider Agency's approved contract budget for the specific educational expenses consistent with Section 5.21(i) and (ii).

Section 5.22 Compensation Restriction for Provider Agency Sponsored Meetings, Conferences, Training, or Special Events. The amounts paid under this contract to the Provider Agency for the cost of administrative meetings, conferences, or special events are subject to the following condition:

(i) No such monies under the contract shall be paid to the Provider Agency for costs associated with meetings, conferences, or special events where agency staff is the beneficiary of the event. Unallowable costs include, but are not limited to the following: meals and refreshments, entertainment, overnight lodging, receptions or other social functions held for honoring all staff;

(ii) The Provider Agency may use monies under the contract to cover training-related costs such as modest facility costs and nominal refreshments, e.g. coffee, tea, water, soda, donuts, pastries, cookies, and bagels.

Section 5.23 Criteria for and Processing a Vehicle Request. The Provider Agency may request a new or replacement vehicle to be paid from monies under the contract only under the following conditions:

(i) The Provider Agency must request written approval from the departmental component's contracting authority to purchase or replace a vehicle and each request must be accompanied by the following supporting documentation. The request may be denied even if all supporting documentation is supplied. Documentation required includes:

(a) Explanation as to why the purchase or replacement of the vehicle is required to fulfill contractual obligations;

(b) Assurance that no one Provider Agency employee will be permanently assigned the vehicle;

(c) Assurance that the Provider Agency has sufficient funds to cover the vehicle's operating costs for the anticipated useful life of the vehicle;

(d) Submission of three (3) written bids for the same year, make, model, and option package;

(e) If the vehicle is a replacement vehicle, documentation consistent with Section 5.23 (ii) below;

(f) Any exceptions to the criteria and purchasing requirements (Section 5.23 (i) (a)-(e)), will be dealt with on a case by case basis with the departmental component's contracting authority; and

(g) If the request is approved, the Provider Agency shall be required to purchase the vehicle from the lowest-priced vendor consistent with Section 5.23 (i) (d).

(ii) The Provider Agency may request to replace an existing vehicle under any of the following conditions:

(a) odometer reading exceeds 125,000;

(b) vehicle age is 10 years or older;

(c) repair costs to maintain operational capacity of vehicle would exceed fifty (50) per cent of current trade-in Blue Book value of vehicle;

(d) repair costs have exceeded fifty (50) per cent of the current trade-in Blue Book value over the course of the past year;

(e) vehicle was involved in an accident and deemed "totaled" by the insurance carrier; and

(f) upon written request supported by sufficient documentation, the Departmental component's contracting authority determines that the vehicle is no longer road worthy and unsafe to drive.

(iii) If the Provider Agency receives approval to purchase a vehicle, the maximum cost of the vehicle including all dealer fees and charges may not exceed \$25,000 per vehicle. This limitation excludes passenger vans, or specialized and adaptive vehicles for handicapped consumers.

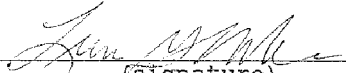
(iv) When a Provider Agency has a fleet management program that includes leased vehicles, the Provider Agency may obtain approval on a program basis so that the Provider Agency does not require approval on a vehicle basis.

CONTRACT SIGNATURES AND DATES

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V, and any related Annexes.

This Contract contains 22 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY:


(signature)

Leona G. Mather

TITLE: Division Head

PROVIDER

AGENCY: Gloucester County
Division of Education/Disability
Services

DATE:

12/06/2011

BY:

(signature)

Joseph M. Amoroso

TITLE: Director

DEPARTMENTAL

COMPONENT: Division of Disability
Services

DATE:

Contract Effective Date: January 1, 2012

Contract Expiration Date: December 31, 2012

Contract Number: 12ARHS

Contract Ceiling: \$435,000

Federal ID#: 21-6000660

Provider Contact Individual: Leona G. Mather, Division Head

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

STANDARD LANGUAGE DOCUMENT
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

This CONTRACT is effective as of the date recorded on the signature page between the Department and the Provider Agency identified on the signature page.

WHEREAS the New Jersey Department of Human Services (the "Department") has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the Departmental Component to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this Contract; and

WHEREAS the Department desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE the Department and the Provider Agency agree as follows:

I. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Additional Insured means an endorsement to an insurance policy extending the coverage to the State of New Jersey against loss in accordance with the terms of the policy. Designating the State as an additional insured permits the Department to pay the premium should the insured fail to do so.

Annex (es) means the attachment(s) to this document containing programmatic and financial information.

Consumer means an individual receiving services from or funded in whole or in part by DHS or one of its departmental components.

Contract means this document, the Annex (es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents. The Contract constitutes the entire agreement between the parties.

Contractor means the person or entity entering into this contract with DHS or one of its departmental components.

Department means the New Jersey Department of Human Services. It means, where appropriate from the context, the division, commission, bureau, office, unit or other designated component of the Department of Human Services responsible for the administration of particular Contract programs.

Departmental Component means the divisions, bureau, commissions, office or other unit within the Department responsible for the negotiation, administration review, approval, and monitoring of certain social service or training Contracts.

Expiration means the cessation of the Contract because its term has ended.

Notice means an official written communication between the Department and the Provider Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five Days after being sent to the last address known by the Department.

Provider Agency means the person or entity entering into this contract with DHS or one of its departmental components.

Subcontractee means the legal entity that enters into a Contractual arrangement with a Contractee (Contracted Provider Agency) or another Subcontractee, no matter how many interceding administrative Tiers (levels) separate the parties.

Termination means an official cessation of this Contract, prior to the expiration of its term, that results from action taken by the Department or the Provider Agency in accordance with provisions contained in this Contract.

II. BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. As established in the Annex (es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex (es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex (es). All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.13 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials. Upon written request of the Provider Agency, the Department shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

Section 3.01 Contract Services. The Provider Agency shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting. The Provider Agency shall submit to the Department programmatic and financial reports on forms provided by the Department. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex (es), or otherwise made available by the Departmental Component.

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: State and local laws relating to licensure; federal and State laws relating to safeguarding of client information; the federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; the Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq. Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Business Associate Agreements and State Confidentiality Statutes. DHS is a covered entity pursuant to the Health Insurance Portability and Accountability of 1996, 42 U.S.C.A. §1320d et seq. (HIPAA); 45 CFR Parts 160 and 164. Before a Provider Agency obtains or is permitted to access to, create, maintain or store Protected Health Information (PHI) as part of its responsibility under this contract, the Provider Agency shall first execute a Department of Human Services Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to

execute a BAA. DHS shall have the sole discretion to determine when a Provider Agency's work will involve PHI. Protected Health Insurance shall have the same meaning as in 45 CFR 160.103.

Provider Agencies that enter any subcontract where the work for the subcontract involves a Consumer's PHI shall require its subcontractor to execute a BAA that meets all the requirements of HIPAA, including those in 45 CFR 164.504(e). A standard form of BAA is available for Provider Agency's use from the Department. If the BAA is breached by the Provider Agency, or its subcontractor, the Provider Agency shall notify the Department within 24 hours of the breach. The Department may, in its sole discretion and at any time, request a BAA compliance audit or investigation of the Provider Agency or its subcontractor with which the Provider Agency has entered into a BAA. The Provider Agency shall cooperate with all Department requests for a BAA compliance audit and/or investigation and shall require that its subcontractor cooperate with all Departmental requests for BAA compliance audits and investigations.

In addition to the confidentiality requirements of HIPAA if applicable, a Provider Agency shall maintain the confidentiality of all certificates, applications, records and reports ("Records") that directly or indirectly identify any consumer and shall not disclose these records except where disclosure is consistent with applicable DHS regulations, the BAA, if any, and is:

1. to the consumer, or his or her legal guardian, if any, or if the consumer is a minor, to the consumer's parent; or
2. necessary to carry out the work of this Contract;
3. in response to a proper inquiry for information, but not Records, as to the consumer's current medical condition to any relative, friend, or to the consumer's personal physician or attorney, if it appears that the information is to be used directly or indirectly for the benefit of the consumer; or
4. relevant to a consumer's current treatment and is being disclosed to the staff of another community agency, screening service, short-term care or psychiatric facility.

Section 3.05 Business Registration. According to P.L. 2001, c. 134 (N.J.S.A. 52:32-44 et seq.) all profit and non-profit corporations (domestic and foreign), as well as, all limited partnerships, limited liability companies, and limited liability partnerships must submit annual reports and associated processing fees (annual business registration) to the Division of Revenue, Department of the Treasury commencing with the year after they file for their Certificate of Incorporation with the State of New Jersey. No State agency (the Department) may Contract with a Provider Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey or its annual business registration is current. Failure to comply with

this paragraph or the citation referenced above shall be grounds for the Department to Terminate this Contract for cause.

Section 3.06 Set-Off for State Tax and Child Support. Pursuant to N.J.S.A. 54:49-19, if the Contractor is entitled to payment under the contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

Section 3.07 Source Disclosure. N.J.S.A. 52:34-13.2 that codified Public Law 2005, c.92 and Executive Order 129 requires when submitting a Request for Proposals and/or contract, the Provider Agency shall submit as part of their proposal and/or contract Certification listing where their contracted services will be performed and if the contracted services, or an portion thereof, will be subcontracted and where any subcontracted services will be performed.

Any changes to the information submitted in the Source Disclosure Certification during the term of the contract must be immediately reported to the Director of the Division of Purchase and Property and to the departmental component within the Department for whom the contracted services are being performed. A Service Provider that shifts its activities outside the United States and its constituent Commonwealths and territories without prior written affirmation by the Director attesting to the fact that extraordinary circumstances required the shift or that the failure to shift the services would result in the infliction of economic hardships to the State of New Jersey, shall deemed to be in breach of contract which would be subject to termination by the Department.

Section 3.08 Contractor Certification and Disclosure of Political Contributions. N.J.S.A. 19:44A-20.13-20.25 that codified Public Law 2005, Chapter 51 and Executive Order 134, and Executive Order 117 require that any for-profit agency that seeks or contracts to provide services in the amount of \$17,500 or more must submit to the Department the Certification and Disclosure of Political Contribution forms. This form includes a certification that the business entity has not, during certain specified time frames, solicited or made any contribution of money, pledge of reportable contributions, including in-kind contributions, to any candidate committee and/or election fund of the Governor or Lieutenant Governor, any legislative leadership committee or any State, county or municipal political party committee. The form also requires disclosure of any of the above referenced reportable contributions made by the business entity, its principals, officers, partners, directors, spouses, civil union partners and resident children.

If awarded a contract, the Contractor/Bidder will, on a continuing basis, continue to report any Contribution it makes during the term of the contract, and any extension(s) thereof. Failure to do so will result in termination of the contract and could result in the debarment

from public contracting of the Contractor/Bidder for a period of up to five years.

Non-profit organizations are exempted from the requirements of Section 3.08

Section 3.09 Contract Certification and Political Contribution Disclosure Form. The Provider Agency is advised of its responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c.271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the Provider Agency's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us/.

Section 3.10 Affirmative Action. During the performance of this Contract, the contractor (Provider Agency) agrees as follows:

The Provider Agency and its subcontractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability.

The Provider Agency will also take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability. Such action shall include, but not be limited to the following: employment; promotion; demotion; or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and, selection for training, including apprenticeship. The Provider Agency agrees to post in conspicuous places that are readily available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The Provider Agency or subcontractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability.

The Provider Agency or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments

under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Provider Agency or subcontractor agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Provider Agency or subcontractor agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Provider Agency or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Provider Agency or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Provider Agency and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Provider Agency and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 (N.J.A.C. 17:27).

Section 3.11 Department Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.12 Financial Management System. The Provider Agency's financial management system shall provide for the following:

- (a) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
- (b) records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;
- (c) effective internal control structure over all funds, property and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- (d) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- (e) accounting records supported by source documentation;
- (f) procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and
- (g) procedures consistent with the provisions of any applicable Department policies and procedures for determining the reasonableness, allowability and allocability of costs under this Contract.

Section 3.13 Audit. The Department requires timely submission of the Provider Agency's annual organization-wide audit. Non-compliance will be grounds for termination.

Audits shall be conducted in accordance with Policy Circular P7.06, Audit Requirements, Generally Accepted Auditing Standards as specified in the Statements on Auditing Standards issued by the

American Institute of Certified Public Accountants; Government Auditing Standards issued by the Comptroller General of the United States and the Single Audit Act Amendments of 1996 (The Single Audit Act); Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations and New Jersey OMB Circular 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration.

The Provider Agency is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four-year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

Section 3.14 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of \$2,000 utilized for the construction, alteration, renovation, repair or modification of public works or public buildings to which the federal government is a party, or any contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the contractor must pay the prevailing wages to each designated worker class engaged under the contract at wage rates determined by the U.S. Secretary of Labor.

In addition, any State funds in excess of \$2,000 utilized through a subsequent Provider Agency contract or subcontract for any public work in which the Department is a party, or for public work to be done on property or premises leased or to be leased by the Department shall comply with the NJ Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said contracts or subcontracts. The Provider Agency must determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

Section 3.15 Contract Closeout. The Provider Agency shall comply with all requirements of Policy Circular P7.01, Contract Closeout, including the timely submittal of the Final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 Days of Contract Expiration, Non-renewal or Termination.

IV. Expiration, Non-Renewal and/or Termination

The Department may in accordance with the sections below allow a Contract to expire and or not be renewed.

Section 4.01. The Department or Provider Agency may let this Contract expire at the end of the contract term upon 60 Days' advance written Notice to the other party for any reason whatsoever, including lack of funding by the Department. In the case of contract awards that are made on a time limit basis (i.e. Federal Grant, Special Appropriation; one time funding to support a program), the 60 day notice is not required.

Section 4.02 Contract Settlement. When a Contract has expired under any section of Article IV of this Contract or Policy Circular P9.05, Contract Default, the Provider Agency shall be prohibited from incurring any additional obligations of Contract funds. The Department may allow costs that the Provider Agency could not reasonably avoid during the Expiration process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 Audit.

The Department may terminate or suspend this Contract in accordance with the sections listed below.

Section 4.03 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy Circular P9.05, Contract Default. Notice shall follow the procedures established in the Policy Circular.

The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider Agency has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review

options, time frames and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.04 Termination by the Department or Provider Agency. The Department or Provider Agency may terminate this Contract upon 60 Days' advance written Notice to the other party for any reason whatsoever, including lack of funding by the Department.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the Department, the Department reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

Section 4.05 Termination Settlement. When a Contract is terminated under any section of Article IV of this Contract or Policy Circular P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs that the Provider Agency could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 Audit.

V. ADDITIONAL PROVISIONS

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).

Section 5.02 Assignment and Subcontracts. This Contract, in whole or in part, may not be assigned by the Provider Agency or assumed by another entity for any reason, including but not limited to changes in the corporate status of the Provider Agency, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may: (1) approve the assignment and continue the Contract to term; (2) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (3) disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the Department. Such consent to subcontract shall not relieve the Provider Agency of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency's request for the making of a subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

Section 5.03 Client Fees. Other than as provided for in the Annex (es) and/or Departmental Component specific policies, the Provider Agency shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification. The Provider Agency shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Contract; or (2) any failure to perform the Provider's obligations under this Contract or any improper or deficient performance of the Provider's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Contract, nor shall they be construed to relieve the Provider from any liability nor preclude the State of New Jersey, its Agencies, and/or the Department of Human Services from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

The Provider's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from the acts occurring prior to termination.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State of New Jersey, Department of Human Services and the Departmental Component shall be included as an Additional Insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the Department may pay the premium and, upon Notice to

the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment. The Provider Agency is responsible for forwarding a copy of its insurance policy declaration page to the Contracting Departmental Component for its contract files.

Section 5.06 Modifications and Amendments. If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplements shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence. No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the Provider Agency in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of, the community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities the opportunity to experience any and all available social services irrespective of their ethnic or cultural heritage.

Section 5.10 Copyrights. The State of New Jersey reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Department or federally funded contract or subcontract. The Department also reserves the sole right to authorize others to reproduce, publish or otherwise use any work or materials developed under said contract or subcontract.

Section 5.11 Successor Contracts. If an audit or Contract close-out reveals that the Provider Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the Provider Agency.

Section 5.12 Sufficiency of Funds. The Provider Agency shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Contract is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under its contract with the Provider Agency or to observe and adhere its performance obligation under the contract as a result of the failure of the Legislature to appropriate the funds necessary to do so shall not constitute a breach of the Contract by the Department or default thereunder and the Department shall not be held financially liable therefore. In addition, future funding shall not be anticipated from the Department beyond the duration of the Contract with the Provider Agency and in no event shall the contract be construed as a commitment by the Department to expend funds beyond the termination date set therein.

Section 5.13 Collective Bargaining. State and federal law allow employees to organize themselves into a collective bargaining unit. Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

Section 5.14 Independent Employer Status. Employees of Provider Agencies that Contract with the Department of Human Services are employees of the Provider Agency, not the State.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., Provider Agencies are independent, private employers with all the rights and obligations of such, and are not political subdivisions of the Department of Human Services.

As such, the Provider Agency acknowledges that it is an independent contractor, providing services to the Department of Human Services, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions which includes the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers.

The Provider Agency acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with Provider Agencies through regulatory oversight and ensuring contractual performance, the Provider understands that the Department is not the employer of a Provider Agency's employees.

The Provider Agency further acknowledges that while the Department reimburses Provider Agencies for all allowable costs under the Contract, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which Provider Agencies may enter. Moreover, each Provider Agency understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a contract with the State of New Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

In compliance with Paragraph 3 of Executive Order No. 189, no Provider Agency shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Provider Agency transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any Provider Agency shall be reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission on Ethical Standards.

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or

entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No Provider Agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No Provider Agency shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Provider Agency or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

Section 5.16 Salary Compensation Limitation (Excludes Physician and Advanced Practice Nurses). The amounts paid under this contract to the Provider Agency for employee compensation are subject to the following conditions:

(i) Full-time Salary Compensation Limitation. No monies under the contract shall be paid to the Provider Agency for costs of any individual salary (including bonuses) to be paid to any of the Provider Agency's full-time employees (excluding Physician and Advanced Practice Nurses) in excess of the schedule set forth below:

Full-time Salary Compensation Limitation Schedule

Full-time Salary Compensation Limitations vary as follows: Only one Full-time Salary Compensation Limitation shall be applicable to each Provider Agency. This includes the aggregate of all contracts held with: 1) the Department of Human Services and 2) the Department of Children and Families.

For Provider Agencies with gross revenue (based on the last annual audit report) for the entire organization of:

- a) Over \$20 million, the limitation shall be \$141,000 (Benchmark Salary),
- b) Over \$10 million, but less than or equal to \$20 million the limitation shall equal 90% of the Benchmark Salary (\$126,900),
- c) Over \$5 million, but less than or equal to \$10 million the limitation shall equal 85% of the Benchmark Salary (\$119,850),
- d) Less than \$5 million, the limitation shall equal 75% of the Benchmark Salary (\$105,750).

(ii) Part-time Salary Compensation Limitation. The salary compensation limitation for a part-time employee, or for an employee whose time is only partly spent on activities compensated under this contract, shall be calculated by prorating the compensation for the position as prescribed under the Full-time Salary Compensation Limitation Schedule. The prorated percentage shall be specified in the Annex B and shall be determined by the regular number of work hours for that Part-time title or that the employee is scheduled to work on matters compensated under this contract;

(iii) Any salary paid to any employee in excess of these limitations must be paid out of funds received from sources other than this Contract, or funds other than those received from other contracts held within the Department of Human Services or Department of Children and Families;

(iv) The Full - or Part-time Salary Compensation Limitation will apply to cost reimbursement contracts at the time of contract renewal;

(v) Any fixed/fee for service rate contracts set prior to the adoption of this amendment is not subject to the salary compensation limitations prescribed in Section 5.16(i) or (ii), however, any fixed/fee for service rate contract set prior to the adoption of this amendment that is subsequently renewed at a higher rate are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16 (i) or (ii);

(vi) Any fixed/fee for service rate developed for a new program or service in an existing contract are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16(i) or (ii);

(vii) Any new contracts entered into after the date of the adoption of this amendment are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16 (i) or (ii).

Section 5.17 Salary Compensation Limitation for Physician and Advanced Practice Nurses. The amounts paid under this contract to the Provider Agency to compensate Physicians and Advanced Practice Nurses are subject to the following conditions:

(i) A maximum compensation of \$212,000 per annum, regardless of the amount of gross revenues of the entire organization;

(ii) Part-time Physicians and Advanced Practice Nurse's compensation will be calculated pursuant to Section 5.16 (ii).

Section 5.18 Compensation Limitation for Fringe Benefits. This section is being reserved for future consideration.

Section 5.19 Compensation Limitation for Employee Severance Agreement. Unless an exception has been approved by the Departmental Component for a specific circumstance, the amounts paid under this contract to the Provider Agency for an employee severance agreement are subject to the following conditions:

(i) The Provider Agency has an established written uniform severance agreement for all employees covered under the contract;

(a) No monies shall be paid to the Provider Agency for a severance payment to any employee in excess of the equivalent of two (2) weeks compensation (salary and fringe benefits);

(b) No monies shall be paid to the Provider Agency for a severance payment to any employee that has been employed by the Provider Agency for less than one (1) year of continuous employment; and

(c) No monies shall be paid to the Provider Agency for a severance payment to any employee that was discharged for cause (as cause is determined by the Provider Agency's policies).

(ii) If the Provider Agency does not have an established written uniform severance agreement, no monies shall be paid to the Provider Agency for a severance payment for any employee covered under the contract.

Section 5.20 Compensation Limitation for Employee Travel Expenses. The amounts paid under this contract to the Provider Agency for staff travel including; conference and registration fees, mileage reimbursement, meals and incidental expenses (M&IE), parking, and overnight lodging accommodations for employees who are compensated in whole or in part under this contract are subject to the following conditions:

(i) General Provisions:

(a) In- and out-of-state travel must be directly related to the employee's duties as set forth in the contract and/or be required for accreditation and/or licensure of the contracted program;

(b) For in-state travel and for out-of-state travel that is within 50 miles of the border of the State where the Provider Agency is located, no monies provided under the contract shall be used for employee lodging expenses unless previously approved by the Departmental Component;

(c) Travel costs may be charged on an actual basis and may include a mileage reimbursement rate, as well as meals and incidental expenses (M&IE) up to, but not to exceed the Federal reimbursement rates (refer to the Federal internet web site, <http://www.gsa.gov> for current rates) in effect at the time the employee traveled.

(ii) **In-State Provisions:** The Provider Agency may not approve any in-state travel reimbursement in excess of two-hundred and fifty dollars (\$250.00) per employee, per event, unless written approval is obtained from the departmental component's contracting authority prior to such travel;

(iii) **Out-of-State-Provisions:**

(a) The Provider Agency must obtain prior-approval from the departmental component's contracting authority for an employee's out-of-state travel, regardless of travel costs, unless such travel is no further than 50 miles from the border of the state where the Provider Agency is located, and travel costs per employee are less than two-hundred and fifty dollars (\$250.00); and

(b) Out-of-state travel (excluding travel no further than 50 miles from the border of the State where the Provider Agency is located) or travel costs in excess of the two-hundred and fifty dollar (\$250.00) limit by the employee, that was not pre-approved by the departmental component's contracting authority shall not be eligible for reimbursement under the contract.

Section 5.21 Compensation Limitation for Employee Tuition Reimbursement. The amounts paid under this contract to the Provider Agency for tuition reimbursement and related expenses are subject to the following conditions:

(i) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend any educational courses including tuition, textbooks, supplies, etc. unless such courses are required by the contract or for program licensure, certification, and/or Medicaid standards; or;

(ii) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend educational courses including tuition, textbooks supplies,

etc. unless such courses are towards a field of service related to the Provider Agency's contract and the allocated contract monies do not exceed the lesser of \$5000 or 1% of the Provider Agency's total annual operating budget; and

(iii) There are monies allocated in the Provider Agency's approved contract budget for the specific educational expenses consistent with Section 5.21(i) and (ii).

Section 5.22 Compensation Restriction for Provider Agency Sponsored Meetings, Conferences, Training, or Special Events. The amounts paid under this contract to the Provider Agency for the cost of administrative meetings, conferences, or special events are subject to the following condition:

(i) No such monies under the contract shall be paid to the Provider Agency for costs associated with meetings, conferences, or special events where agency staff is the beneficiary of the event. Unallowable costs include, but are not limited to the following: meals and refreshments, entertainment, overnight lodging, receptions or other social functions held for honoring all staff;

(ii) The Provider Agency may use monies under the contract to cover training-related costs such as modest facility costs and nominal refreshments, e.g. coffee, tea, water, soda, donuts, pastries, cookies, and bagels.

Section 5.23 Criteria for and Processing a Vehicle Request. The Provider Agency may request a new or replacement vehicle to be paid from monies under the contract only under the following conditions:

(i) The Provider Agency must request written approval from the departmental component's contracting authority to purchase or replace a vehicle and each request must be accompanied by the following supporting documentation. The request may be denied even if all supporting documentation is supplied. Documentation required includes:

(a) Explanation as to why the purchase or replacement of the vehicle is required to fulfill contractual obligations;

(b) Assurance that no one Provider Agency employee will be permanently assigned the vehicle;

(c) Assurance that the Provider Agency has sufficient funds to cover the vehicle's operating costs for the anticipated useful life of the vehicle;

(d) Submission of three (3) written bids for the same year, make, model, and option package;

(e) If the vehicle is a replacement vehicle, documentation consistent with Section 5.23 (ii) below;

(f) Any exceptions to the criteria and purchasing requirements (Section 5.23 (i) (a)-(e)), will be dealt with on a case by case basis with the departmental component's contracting authority; and

(g) If the request is approved, the Provider Agency shall be required to purchase the vehicle from the lowest-priced vendor consistent with Section 5.23 (i) (d).

(ii) The Provider Agency may request to replace an existing vehicle under any of the following conditions:

(a) odometer reading exceeds 125,000;

(b) vehicle age is 10 years or older;

(c) repair costs to maintain operational capacity of vehicle would exceed fifty (50) per cent of current trade-in Blue Book value of vehicle;

(d) repair costs have exceeded fifty (50) per cent of the current trade-in Blue Book value over the course of the past year;

(e) vehicle was involved in an accident and deemed "totaled" by the insurance carrier; and

(f) upon written request supported by sufficient documentation, the Departmental component's contracting authority determines that the vehicle is no longer road worthy and unsafe to drive.

(iii) If the Provider Agency receives approval to purchase a vehicle, the maximum cost of the vehicle including all dealer fees and charges may not exceed \$25,000 per vehicle. This limitation excludes passenger vans, or specialized and adaptive vehicles for handicapped consumers.

(iv) When a Provider Agency has a fleet management program that includes leased vehicles, the Provider Agency may obtain approval on a program basis so that the Provider Agency does not require approval on a vehicle basis.

CONTRACT SIGNATURES AND DATES

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V, and any related Annexes.

This Contract contains 22 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: 
(signature)

Leona G. Mather

TITLE: Division Head

PROVIDER
AGENCY: Gloucester County
Division of Education/Disability
Services

DATE: 12/06/2011

BY: _____
(signature)

Joseph M. Amoroso

TITLE: Director

DEPARTMENTAL
COMPONENT: Division of Disability
Services

DATE: _____

Contract Effective Date: January 1, 2012

Contract Expiration Date: December 31, 2012

Contract Number: 12ARHS

Contract Ceiling: \$435,000

Federal ID#: 21-6000660

Provider Contact Individual: Leona G. Mather, Division Head

EXECUTIVE ORDER 129 CERTIFICATION

SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: Gloucester County Division of Disability Services

Solicitation Number: 12ARHS

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Bidder.

The Bidder submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of Executive Order 129, issued by Governor James E. McGreevey on September 9, 2004 (hereinafter "E.O. No. 129").

The following is a list of every location where services will be performed by the bidder and all subcontractors.

Bidder or Subcontractor	Description of Services	Performance Location[s] by Country
Gloucester County Division Of Disability Services	PASP	USA

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Vendor to the Director, Division of Purchase and Property (the "Director").

I understand that, after award of a contract to the Bidder, it is determined that the Bidder has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Bidder shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Bidder in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: Gloucester County Division of Education/Disability Services

[Name of Organization or Entity]

By: _____

Print Name: Leona G. Mather

Title: Division Head

Date: 12/06/2011

PURPOSE:
 (X) BUDGET PREPARATION
 () EXPENDITURE REPORT
 () INTERIM () FISCAL-YEAR-END () FINAL
 PERIOD COVERED: 1/1/11 TO 12/31/11

AGENCY: Gloucester County Division of Disability Services
CONTRACT #: 11ARHS

	1	2	3	4	5	6	7	8	9
BUDGET CATEGORY	TOTAL	PASP	County	SCH/CM	Cost Share			Unallowable Cost	General & Administrative Costs
A. PERSONNEL	105,924	64,000	31,066	10,858	0	0	0	0	0
B. CONSULTANTS & PROFESSIONAL FEES			0	0		0	0	0	0
C. MATERIALS & SUPPLIES	650	650	0	0	0	0	0	0	0
D. FACILITY COSTS	0	0	0	0	0	0	0	0	0
E. SPECIFIC ASSISTANCE TO CLIENTS	369,750	369,750	0	0	5,000	0	0	0	0
F. OTHER	600	600	0	0	0	0	0	0	0
G. GENERAL & ADMIN. COSTS ALLOCATION	0	0	0	0	0	0	0	0	0
H. TOTAL OPERATING COSTS	476,924	435,000	31,066	10,858		0	0	0	>>>>
I. EQUIPMENT (SCHEDULE 6)	0	0	0	0	0	0	0	0	>>>>
J. TOTAL COSTS	476,924	435,000	31,066	10,858	0	0	0	0	>>>>
K. LESS: REVENUE (SCHEDULE 2)		0	0	0		0	0	0	>>>>
L. NET COST	476,924	435,000	31,066	10,858	0	0	0	0	>>>>
M. PROFIT	0							>>>>	>>>>
N. REIMBURSABLE CEILING	476,924	435,000	31,066	10,858	0	0	0	>>>>	>>>>
O. UNITS OF SERVICE	>>>>							>>>>	>>>>
P. UNIT COST	>>>>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	>>>>	>>>>

PASP 2012 Annex B for grant renewal - Materials la

DDS Providers Only

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DISABILITY SERVICES

SUBJECT: Annex A to Standard Language Purchase of
Service Contract

PURPOSE AND USE

The Annex A is used by provider agencies to outline to DDS programmatic information about a proposed contract.

RESPONSIBILITY FOR COMPLETING THE FORM

The Annex A is completed in quadruplicate by the provider agency and submitted to the regional office as part of the contract proposal package for each new contract and each time a contract is renewed.

INSTRUCTIONS FOR COMPLETING ANNEX A

Contract I.D.# Enter on each page of the Annex A, the six character contract identification number assigned to your contract by the Regional Business Office.

PART I - GENERAL AGENCY INFORMATION

SECTION I - IDENTIFICATION

Provider Agency Enter the name of the provider agency as it appears on the contract.

Mailing Address Enter the mailing address of the provider agency.

Telephone No. Enter the area code and telephone number of the provider agency.

Federal Identification No. Enter the Federal identification number assigned to the provider agency.

Effective Dates Enter the date the contract will commence and the date it will terminate.

Contract Ceiling \$ Enter the dollar amount of the contract ceiling as it appears on line D, column 3 of the Annex B.

Chief Executive Officer Enter the name of the person responsible for all contract operations as designated by resolution of the governing body.

Title Enter the title of the chief executive officer of the provider agency.

Address Enter the mailing address of the chief executive officer.

Telephone No. Enter the area code and telephone number where the chief executive officer can be contacted.

All notices relevant to this contract should be sent to: Enter the name, title, mailing address, area code and telephone number of the person at the provider agency whom DDS sends all notices regarding the contract.

Program Name Enter the name of the program.

Site Address(es) Enter the address(es) of the program site(s).

Telephone No. Enter the area code(s) and telephone number(s) of the program site(s).

Program Director Enter the name of the director of the program.

Service Definition Enter the formal title and definition of the service being rendered as it appears in the most recent New Jersey Comprehensive Annual Service Program Plan.

SECTION II - AUTHORIZED SIGNATURES

Name and Position Enter the name and position of the person(s) authorized to sign or be responsible for each transaction listed.

of Signatures Required Enter the number of signatures required for each transaction.

SECTION III - SERVICE DAYS

Service will be provided as follows For each day of the week, enter the hours that service will be provided.

Emergency Provisions Describe any special arrangements which have been made to handle emergencies, e.g., radio station, special telephone number, alternate site, etc.

Service will not be provided on the following: List the occasions and dates when service will not be provided, e.g., Christmas, December 25, Independence Day, July 4, etc.

PART II - PROGRAM OPERATIONS

SECTION I - PROGRAM SUMMARY AND EVALUATION PLAN

This section is self explanatory.

SECTION II. UNIT OF SERVICE

Unit of Service Definition (s) Describe, with the assistance of the Regional contract staff, the unit used to measure the quantity of service delivered. (e.g., transportation program "one one-way trip", counseling program - "one direct service hours" etc.)

Components Enter the type(s) of service provided in this column. (e.g., homemaker, transportation, etc.)

Type of Units Enter the type of unit used to measure each component. (e.g., days, hours, miles, matches, etc.)

Total # of Units Enter the total number of units which the agency provides. Exception: for contracts in which level of service will be measured by multiplying days by spaces enter the number of spaces for which the Division is contracting.

of Contract Units Enter the number of units for which DDS is contracting. Exception: for contracts in which level of service will be measured by multiplying days by spaces enter the number of spaces for which the Division is contracting.

Of Unduplicated Clients Enter the number of clients the agency will service.

Of Optional Enrollees Enter the maximum number of overenrolled spaces to be allowed within the contract. This figure may not exceed fifteen percent of the number of contracted spaces.

SECTION III. MONTHLY CONTRACTED LEVEL OF SERVICE

A monthly contracted level of service chart is to be completed for each component.

Component Enter the type of service provided.

Column 1. Month Enter the name of each contract month.

Columns 2 through 7 are to be completed only for contracts which compute level of service by multiplying days by spaces.

- Column 2. Poss. Serv. Days. For each contracts month, enter the number of days it would be possible to provide service if there were no holidays or training days in the month. Do not include weekends unless the program is usually open on weekends.
- Column 3. Non-Service Days (Hol.) Indicate the number of holidays (not to exceed 13 annually) on which service will not be provided in each month.
- Column 4. Non-Service Days (Trng. Days) Indicate the number of days in each month that service will not be provided due to training (not to exceed 2 annually).
- Column 5. Non-Funded Days If service will not be provided for a block of time beyond the holidays and training days within the contract period list these days as non-funded days.
- Column 6. Mthly. Serv. Days For each contract month, subtract the sum of columns 3, 4, and 5 from column 2 to determine the actual monthly service days and enter this figure.
- Column 7. # Sp. Under Cont. Enter the number of spaces under contract each month.
- Column 8. Monthly Contracted L.O.S. Multiply each number in column 6 by the number in column 7. Enter the products in column 8.

Contracts for which level of service is not computed by multiplying days by spaces should merely fill in the number of units they will deliver each month.

Annual Totals Add and enter the sums of columns 2,3,4,5,6, and 8.

PART III. - PROGRAM MANAGEMENT

SECTION I - ESSENTIAL DOCUMENTS

This Section is self explanatory.

SECTION II - PROGRAM COMPLIANCE CALENDAR

This section is completed by the DDS Field Coordinator.

Month 1 Enter the name of the first month of the contract. Describe any changes the agency must make or documents the agency must supply by the end of the first month of the contract. (e.g., Month 1 April. "The agency must develop a termination policy.")

Month 2 - Month 12 Continue the above procedure for each succeeding month of the contract.

DISTRIBUTION

Original and 2 copies - DDS Regional Office
Copy - Provider Agency File

ATTACHMENT A - PERSONNEL INFORMATION SHEET

PURPOSE AND USE

The Personnel Information Sheet is used by the provider agency to record background information regarding all employees of the agency.

The form is used by DDS to verify that the provider agency has employed staff sufficiently qualified to meet the requirements of the contract.

RESPONSIBILITY FOR COMPLETING THE FORM

The form is completed in quadruplicate by the provider agency and attached to the Annex A as part of the proposal package submitted for each new or renewal contract.

INSTRUCTIONS FOR COMPLETING THE FORM

Contract I.D. # Enter the six character contract identification number assigned to your contract by the Regional Business Office.

List All Full and Part Time Positions List the title of each full time and part time position in your agency.

Column (2) through (5) Complete the remainder of the form by listing for each position, in the appropriate column, the following information:

- name of person in the position;
- the hours the employee works daily;
- the types of degrees, licenses, certificates, etc. that the employee possesses which are pertinent to his/her position; and
- any additional credits, training, and experience, pertinent to the position, that the employee has obtained.

DISTRIBUTION

Original and 2 copies	-	DDS Regional Office
Copy	-	Provider Agency File

State of New Jersey
DEPARTMENT OF HUMAN SERVICES
Division of Disability Services

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

Contract I.D. #12ARHS

PART I. GENERAL AGENCY INFORMATION

SECTION I. - IDENTIFICATION

Provider Agency Gloucester County Division of Education/Disability

Mailing Address 1340 Tanyard Road Sewell, NJ 08080

Telephone (856) 681-6128

Federal Identification # #21-6000660

Effective Dates 1/1/12 to 12/31/2012 Contract Ceiling \$435,000

Chief Executive Officer Robert M. Damminger

Title Freeholder Director

Address PO Box 337
Woodbury, NJ 08096

Telephone 856) 853-3390

All notices relevant to this contract should be sent to:

Name Leona G. Mather

Title Division Head

Mailing Address 1340 Tanyard Rd Sewell NJ 080870

Telephone # (856) 681-6128

Program Name Personal Assistance Services Program

Site Address(es) 1340 Tanyard Road Sewell NJ 08080

Telephone 856) 681-6128

Program Director Leona G. Mather

Service Definition Personal Assistance Services

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT
Contract I.D. #12ARHS

I. GENERAL AGENCY INFORMATION

SECTION II. - AUTHORIZED SIGNATURES

*List names and positions of persons authorized to sign the following.
Give number of persons required to sign each transaction.*

	NAME	POSITION	# OF SIGNATURES REQUIRED
Standard Language Contract	1. Robert M. Damming, Freeholder Director		<u>1</u>
	2. Leona G. Mather, Division Head		
	3. _____		
Annex B and Schedule of Estimated Claims	1. Robert M. Damming, Freeholder Director		<u>1</u>
	2. Leona G. Mather, Division Head		
	3. _____		
Annex A Level of Service Reports	1. Robert M. Damming, Freeholder Director		<u>1</u>
	2. Leona G. Mather, Division Head		
	3. _____		
Financial Reports	1. Gary Schwarz, Treasurer		<u>1</u>
	2. Amanda Liberto, Budget Officer		
	3. _____		
Contract Modification	1. Leona G. Mather, Division Head		<u>1</u>
	2. Diann DiLaurentis, PASP Coordinator		
	3. _____		
Checks	1. _____		
	2. _____		
	3. _____		
Other Contracts & Agreements	1. _____		
	2. _____		
	3. _____		
Fee Assessors	1. _____		
	2. _____		
Fee Collectors	1. _____		
	2. _____		

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT
Contract I.D. #12ARHS

PART I - GENERAL AGENCY INFORMATION

SECTION III - SERVICE DAYS

Service will be provided as follows:
(Fill in time)

Sunday - Monday 8:30-4:30 Tuesday 8:30-4:30 Wednesday 8:30-4:30
Thursday 8:30-4:30 Friday 8:30-4:30 Saturday -

Emergency Provisions: As needed

Service will not be provided on the following:

<u>OCCASION</u>	<u>DATE(S)</u>
New Years Day	Monday, January 2, 2012
Martin Luther King's Birthday	Monday, January 16, 2012
Presidents Day	Monday, February 20, 2012
Good Friday	Friday, April 6, 2012
Memorial Day	Monday, May 28, 2012
Independence Day	Wednesday, July 4, 2012
Labor Day	Monday, September 3, 2012
Columbus Day	Monday, October 8, 2012
Election Day	Tuesday, November 6, 2012
Veterans Day	Monday, November 12, 2012
Thanksgiving	Thursday, November 22, 2012
	Friday, November 23, 2012
Christmas	Tuesday, December 25, 2012

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

PART II - PROGRAM OPERATIONS

Section I - PROGRAM SUMMARY AND EVALUATION PLAN

Write a brief, concise, descriptive summary of your agency and this program. The description should present a clear picture of what, why, where, how, and for whom service is provided.

Include as a minimum:

- your agency's purpose, philosophy, goals and objectives;
- details about the program including a description of neighborhood where located, the facilities used by the agency and other programs sponsored by the agency;
- evidence of the need for the service in the community;
- any limitations, restrictions or priorities on service delivery;
- any unique capabilities (e.g., multi-lingual, etc.); and
- the circumstances of any previous contact with the division, state, municipal, county public agencies or other related projects and contracts.

If this is a renewal package, describe at a minimum:

- any change in the information requested above;
- how your agency has developed and made progress toward its goal in the past year; and
- how each recommendation of the program evaluations (e.g., self-evaluation, DDS evaluation, homemaker evaluation, etc.) of the previous contract will be addressed in the proposed contract.

Describe how your agency will evaluate this proposed contract (effectiveness of the program, its goals and objectives, and efficiency of the procedures used). Include an explanation of how your agency's internal evaluation method will interface with the evaluation process of the Division and who (by title) will have what responsibilities in this process:

SECTION II - UNIT OF SERVICE

COMPONENTS	TYPE OF UNITS	TOTAL NUMBER OF UNITS		NUMBER OF CONTRACT UNITS	NUMBER OF UNDUPLICATED CLIENTS*	NUMBER OF OPTIONAL ENROLLEES
PASP	HOURS	25,892			25	

- where applicable

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT
Contract I.D. #12ARHS

PART II - PROGRAM OPERATIONS

SECTION III. - MONTHLY CONTRACTING LEVEL OF SERVICE

Component Personal Assistance
 Services Program

MONTH	POSSIBLE SERVICE DAYS	NON SERVICE DAYS HOL.	TRNG.	NON- FUNDED DAYS	MONTHLY SERV. DAYS	# SP UNDER CONT.	MONTHLY CONTRACT LOS
1 ST							2157
2 ND							2157
3 RD							2157
4 TH							2157
5 TH							2158
6 TH							2158
7 TH							2158
8 TH							2158
9 TH							2158
10 TH							2158
11 TH							2158
12 TH							2158
ANNUAL TOTALS							25,892

Note: Contracts for which level of service is not computed by multiplying days by spaces need complete columns 1 and 8 only.

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

PART III - PROGRAM MANAGEMENT

SECTION 1 - ESSENTIAL DOCUMENTS

The following essential documents must be part of your contract package and must be updated as they change:

1. Annex A related essential documents

- *Copy of certificate of incorporation;
- Copy of Annual Report to Secretary of State;
- List of names, titles, and addresses of current board members;
- *Copy of local certificate of occupancy;
- *Copies of all written policies which effect the contracts;
- *Copies of Municipal, Fire, Health, and Building Approvals (for on-site group programs);
- Copy of license to provide service (if required);
- Copy of courtesy inspection report (if required);
- Evidence of liability insurance policy;
- Personnel information Sheet

2. Annex B related essential documents

- Copy of the most recent agency audit/or fiscal statement;
- ~~Copy of the most recent IRS 990 (private agencies only);~~
- Copy of bonding certificate;
- Copy of current lease;
- Copy of tax exempt certificate or letter; and
- Copy of Annual Report of a Charitable Organization (CO-1 or CO-3)

3. Other related essential documents

- All that is checked on the "Initial Required Contract Documents Checklist"
- All that is checked on the "Other Required Contract Documents Checklist"

4. Copies of any contract or agencies related to the program

*In a renewal contract additional copies of these documents need to be sent only if some changes has occurred or if the agency is informed by the Division that an additional copy is needed.

ATTACHMENT A – PERSONNEL INFORMATION

[illegible]

ADDENDUM

ANNEX A
PROGRAM INFORMATION SECTION

AGENCY NAME: Gloucester County Division of Education/Disability Service

PROGRAM NAME: Personal Assistance Services Program (PASP)

CONTRACT TERM: 1-1-12 to 12-31-12

CONTRACT #: 12ARHS

I. SERVICE TO BE PROVIDED:

The Gloucester County Personal Assistance Services Program (PASP) continues to provide personal assistance services to between 24 and 25 consumers, ages 18 to 70 who are working, going to school or volunteering in the community.

PASP is a program which requires consumers to provide self-directed over-sight of all aspects of their personal care services. A personal assistant may perform such tasks such as light housekeeping, personal care, meal preparation, providing or assisting consumer in transportation, assisting with correspondence, shopping, etc.

The consumer must complete the following documents as part of the initial application package:

1. Application for Service and Statement of Understanding
2. Income Declaration Form
3. Physician's Certification
4. Consumer Plan of Service
5. Consumer Certification Self-Care Request Form

The Consumer Plan of Service indicates the consumer's needs and how they will be met by the personal assistant. Within 90 days from the date of inquiry, the County Coordinator contacts the consumer regarding their eligibility for the program. All determinations are made in writing.

Consumers are reassessed on an annual basis, and may receive a service allocation of between 5 and 40 hours of personal care per week. PASP is a supplemental program, therefore, applicants must exhaust all other assistance programs, resources, and options before applying for PASP services.

II. PROGRAM GOAL:

The goal of the Gloucester County Personal Assistance Services Program is to enable consumers who have permanent physical disabilities to remain active in the community by providing them with personal care services. PASP regulations require a consumer to be self-directing; therefore, each consumer must take charge of supervising and coordinating all aspects of their daily personal care services.

III. TARGET POPULATION:

The target population by definition is a county resident between the ages of 18 and 70, with a permanent physical disability, capable of self-directing and demonstrating proof of program activity (working, volunteering or going to school).

IV. PROGRAM DESCRIPTION:

The Gloucester County Division of Education/Disability Services located at 1340 Tanyard Road, Sewell, NJ 08080, coordinates and administers the program for eligible consumers in Gloucester County. This program provides personal assistance to qualifying disabled residents between the ages of 18 and 70.

The Office currently contracts with 2 third party vendors to provide services - Assistive Choices and All About Care. Providers are reimbursed at the regulatory mandated rate of \$13.26 for weekday hours and \$15.30 for weekend/holiday hours. These provider agencies work directly with the Gloucester County Division of Education/Disability Services in coordinating services to PASP consumer's county wide. Job responsibilities include (but are not limited to) personal care assistance, chore services, assistance to students on campus, transportation and light housekeeping.

The program allows consumers to receive routine non-medical task assistance from the assistant if they are assessed as capable of directing the specific service. These services will not be provided without the prior assessment of a licensed registered nurse along with the approval of the County Program Administration and the consumer's chosen assistant.

Consumers are responsible for reporting problems with service provision first to the Agency and secondarily to the County Coordinator so that service improvements may be undertaken. Home visits are conducted on an as needed basis.

The Gloucester County Division of Education/Disability Services contracts with the Gloucester County Office of Senior Services and the Gloucester County Division of Social Services for social workers and/or nurses to conduct initial assessments, self care certifications and annual reassessments. At this time the PASP program has 24 active and 1 pending PASP participant. The program wait list has been cleared.

V. ACCESS TO PROGRAM SERVICE:

The Gloucester County Division of Education/Disability Services administrators and coordinates the PASP program in Gloucester County. The program is listed in office brochures which may be presented at vendor events, training seminars, or conferences. Program information is also disseminated by phone.

Office facilities are accessible to persons with disabilities. However, services are generally provided directly to the consumer in the home environment posing no service barrier. Social work assessment visits are arranged in-home and mandatory program training can be arranged for any home-bound consumers.

VI. PROGRAM OBJECTIVES:

a. Outcome Objective(s)

The objective of the Personal Assistance Services Program in Gloucester County is to continue the outreach and service to the greatest number of PASP consumers that the budget allows. The annual operating budget for FY 2012 is \$435,000

VII. MEASUREMENT:

a. Outcome Objective(s)

A consumer's ability to remain living independently in a community-based setting is evaluated annually by reassessment and by follow-up visits. In addition, consumers and program staff communicate weekly to keep each other informed of their status.

b. Level of Service Objective(s)

Monthly PASP case reports as well as quarterly and year-end reports indicate the number of personal assistance hours used as well as the number of clients served.

VIII. PROGRAM CHANGES/IMPROVEMENTS:

a. Outcome Objective(s)

- **Change in Coordinator in 2011**
- **Elimination of a three person waiting list. Two of the wait list consumers are now enrolled on the program and the third will be enrolled shortly. Additionally, some consumers have transitioned from the program. The Office has maintained consistent and positive service to consumers.**
- **2011 assessments were conducted with the assistance of three assessors. One of those assessors will retire shortly. The Office goal is to obtain two additional assessors which would allow for the rotation of assessment assignments.**
- **All consumers are informed of training requirements and are encouraged through phone calls and direct mailers to fulfill the mandatory training per PASP guidelines. Consumers have also been invited to trainings and received mailings regarding the Cash Model transition.**

b. Level of Service Objective(s)

Gloucester County PASP currently maintains 24 consumers and has provided an average (nine months) of 1,990 hours of service per month. Currently one consumer is pending and we have no one on the waiting list. New consumers are encouraged to apply and advised that acceptance into the program is subject to available funding.

c. Program Improvements/Changes/Goals

- **Service level usage for 2011 is under the projected figure provided by this Office. After close examination of consumer awarded hours, and after consultation with State Program Administration, it was determined that there were unjustified hours being received by certain consumers. Also, due to participation in other programs some consumer hours were reduced from PASP awards. There were also potential new consumers who were able to apply and receive the hours they needed through Medicaid PCA Program.**

- Hours not used will be accumulated and be available to meet emergency needs of the consumers. However, Gloucester County has already notified the State Office of Disability Services that the 2011 grant will not be spent out in its entirety.
- The County Coordinator will and has attended all Cash Model related trainings in order to prepare for the transition to the cash model service delivery system. We are currently waiting for notice of training for the County Coordinators.
- Monthly case and contract reports are submitted as timely as possible. We are working with our agencies to get billing in a more timely fashion, which in turn would get our reports in on time.

GLOUCESTER COUNTY INSURANCE COMMISSION
GLOUCESTER COUNTY
1 North Broad Street
Woodbury, NJ 08096

CERTIFICATE OF INSURANCE

REQUEST FORM

INSTRUCTIONS:

- Complete the information requested.
- Save as "COI Request for *name of certificate holder*."
- Email request to Maria Rios @ mrrios@co.gloucester.nj.us. Request will be forwarded to the GCIC's Risk Management Consultant (Hardenbergh Insurance Group) to be issued.
- Certificates are issued within 24 hours of receipt (if a "rush" please indicate so in email).
- Copies of the Certificate will be emailed to: Requestor and Maria Rios.
- Original Certificate will be mailed to Certificate Holder.

CERTIFICATE HOLDER (Name and Address): DATE OF REQUEST: 11/17/11

State of New Jersey

REQUESTOR: Diann DiLaurentis

Dept. of Human Services

REQUESTOR'S EMAIL:

PO Box 700

ddilaurentis@co.gloucester.nj.us

REQUESTOR'S PHONE #: 856-681-6130

Trenton, NJ 08625-0700

PLEASE INDICATE (X) COVERAGES REQUESTED:

- ☒ General Liability \$1,000,000 each occurrence/\$3,000,000 total aggregate
- ☐ Auto Liability
- ☐ Auto Physical Damage
- ☐ Excess Liability
- ☐ Property
- ☐ Workers' Compensation
- ☐ Public Officials Liability/Educators Legal Liability
- ☐ Crime/Fidelity Bond

DESCRIPTION: *(include purpose of certificate, if additional insured or loss payee wording is required, if evidence for auto coverage include make model and VIN of vehicle, etc.)*

General Liability coverage for Personal Assistance Services Program (PASP) contract

12ARHS, contract period 1/1/12 through 12/31/12. This certificate is needed for inclusion in the grant package.

ANY ADDITIONAL INFORMATION NECESSARY TO ISSUE THIS CERTIFICATE
SHOULD BE ATTACHED TO THIS FORM

State of New Jersey
Department of Human Services

SUBJECT: Standardized Board Resolution Form

EFFECTIVE: This policy shall become effective August 1, 2009.

PROMULGATED: July 20, 2009

SUPERCEDES: Standardized Board Resolution Form, promulgated
November 21, 2007

PURPOSE: The purpose of this policy circular is to standardize the content of the Provider Agency Board Resolutions across all Department of Human Services (DHS) Departmental Components to assure that all of the required obligations are identified and committed to by the Provider Agency Board.

I. SCOPE

This policy circular applies to all DHS Third Party incorporated contracted Provider Agencies, Universities/Colleges and for-profit organizations.

II. POLICY

Periodically Boards of Directors in conducting the business of their organizations attest to their actions or decisions by way of written resolutions. The DHS requires Contract Providers to complete and file the attached standard board resolution when executing a DHS Third Party Social Service Contract.

A. Requirements for completion, updating and submission

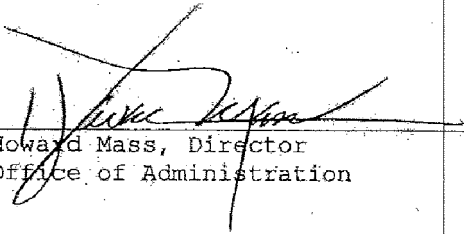
The Attachment I, Page 1 is to be completed by the Agency and the same for Attachment II.

When any changes occur which would affect the contents of the form, the Board is to convene and complete a new Board

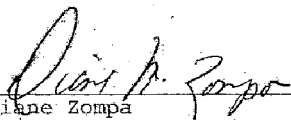
Resolution and submit it to the Departmental Component within 10 business days of the change unless otherwise specified in the DHS policy.

The completed form is to be returned to the Departmental Component with all other required contract documents as part of the contract package. (See Policy Circular P1.01, Documents and Conditions Required for Processing, Executing and Documenting a DHS Third Party Contract.)

Issued by:



Howard Mass, Director
Office of Administration



Diane Zompa
Chief of Staff
Department of Human Services

STANDARDIZED BOARD RESOLUTION

The Board endorses the following commitments as defined in this document:

1. Health Insurance Portability and Accountability Act (HIPAA)*

Specific to HIPAA (Health Insurance Portability and Accountability Act), the above noted Provider Agency is either (check A or B):

- ☐ A) a covered entity (as defined in 45 CFR 160.103)
- ☒ B) a non-covered entity and has executed a DHS Business Associate Agreement (BAA) last dated 4/8/11.
- ☐ C) a non-covered entity that will not be receiving or sharing personal health information.

Once executed, the BAA will be included in the Departmental Component's official contract file. The BAA will be considered *applicable indefinitely* unless there is a change in the Provider Agency's status, information or the content of the BAA, in which case it is the responsibility of the contracted Provider Agency to revise the BAA.

The Board agrees that if there is any change in their BAA Status the Departmental Component will be immediately notified and the appropriate information provided within 10 business days.

~~* This section is not applicable for DCF Office of Education Contracts.~~

2. Legal Advice

The Board acknowledges that the Department of Human Services does not and will not provide legal advice regarding the contract or about any facet of the relationship between the Department of Human Services and the Provider Agency. The Board further acknowledges that any and all legal advice must be sought from the Provider Agency's own attorneys and not from the Department of Human Services.

DEPARTMENT OF HUMAN SERVICES (DHS)

Standardized Board Resolution Form

Supporting Information for Contract # 12ARHS for Contract

Period January 1, 2012 to December 31, 2012.

Agency: Gloucester County Division of Education/Disability Services

Certification:

We certify that the information contained in, or included with, this contract document is accurate and complete.

N/A

Chairperson, Board of Directors

Date

Leona G. Mather
Division Head

Leona G. Mather

12/06/2011
Date

Authorized Signatories for Contract documents, checks and invoices are: (List full name and title) (add additional pages, if needed)

Leona G. Mather

Name

Division Head

Title

Gary Schwarz

Name

Treasurer

Title

Diann DiLaurentis

Name

Coordinator

Title

**BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT (12ARHS)**

Between the New Jersey Department of Human Services
And Gloucester County Office of Education/ Disability Service.

This Business Associate Agreement sets forth the responsibilities of **Gloucester County Division of Education/Disability Services** with an address of 1340 Tanyard Road Sewell, NJ 08080 (Business Associate) and the New Jersey Department of Human Services (or fill in the Appropriate Division), as a Covered Entity, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted thereunder by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations. This Business Associate Agreement is an Amendment to the Underlying Contract (11ARHS) between Business Associate and Covered Entity and sets forth additional terms that may modify the Underlying Contract.

A. Definitions:

1. The terms specified below shall be defined as follows:

- a. *Agreement*: "Agreement shall mean this Business Associate Agreement Amending Contract (12ARHS).
- b. *Designated Record Set*: "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- c. *Individual*: "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- d. *Notice of Privacy Practices*: "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
- e. *Privacy Rule*: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- f. *Protected Health Information (PHI)*: "PHI" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
- g. *Record*: "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.

- h. *Required by Law*: "Required by Law" shall have the same meaning as in 45 CFR 164.501.
 - i. *Secretary*: "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his designee.
 - j. *Underlying Contract*: "Underlying Contract" shall mean the agreement between Covered Entity and Business Associate for the Personal Assistance Services Program, designated as Contract (12ARHS).
2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

B. Obligations and Activities of Business Associate

1. *Permitted Uses*. Business Associate may use PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Underlying Contract and this Agreement, provided that such use would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
2. *Specified Permitted Disclosures*. Business Associate may further disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Underlying Contract, or for the proper management and administration of Business Associate, provided that such disclosure is Required by Law, or would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity, and Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which PHI has been disclosed. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
3. *Nondisclosure*. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Contract, or as Required by Law. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
4. *Safeguards*. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.
5. *Duty to Mitigate*. Business Associate agrees to take prompt corrective action to mitigate any harmful effect that is known to Business Associate of a use or

disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

6. *Duty to Notify of Improper Use or Disclosure.* Business Associate agrees to notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, or the Privacy Rule, or of any suspected or actual breach of security or intrusion whenever it becomes aware within twenty-four hours of Business Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt corrective action to cure or mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security of intrusion.
7. *Business Associate's Agents.* Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.
8. *Access.* Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).
9. *Amendment.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526 or the Underlying Contract, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.
10. *Appeals from Denial of Access or Amendment.* Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.
11. *Internal Practices.* Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.
12. *Duty to Document Disclosures.* Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.
13. *Retention of Protected Information.* Notwithstanding the provisions of Section D of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that

it and its officers, employees, contractors, subcontractors and agents shall continue to maintain the information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.

14. *Audits, Inspections, and Enforcement.* In addition to any rights of Covered Entity's rights in the Underlying Contract to review, inspect or audit all records, Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or contractors, to inspect the facilities, systems, books, records and procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section E of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity.

C. Obligations of Covered Entity: Provision for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

1. *Safeguards.* Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.
2. *Limitations in Notice of Privacy Practices.* In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
3. *Revocations of Permission.* Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
4. *Request for Restrictions.* Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
5. *Permissible Requests by Covered Entity.* Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible

under the Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

D. Term of Business Associate Agreement and Termination of Underlying Contract and Business Associate Agreement

1. *Term.* This Agreement shall be effective as of January 1, 2012 and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.
2. *Termination for Cause.* Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:
 - a. *Opportunity to Cure.* Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify and if Business Associate does not cure the breach or end the violation upon such terms and conditions as Covered Entity has specified, Covered Entity may terminate the Underlying Contract (12ARHS) and require that Business Associate fully comply with the procedures specified in subsection 3, below;
 - b. *Termination of Underlying Contract.* Immediately terminate the Underlying Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible; or
 - c. *Report to the Secretary.* If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.
3. *Effect of Breach of this Agreement on Termination of the Underlying Contract.*
 - a. *Obligation to Return or Destroy All PHI.* Except as provided in paragraph b of this section, upon termination of the Underlying Contract for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
 - b. *Certification of Return or Destruction.* Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its subcontractors or agents maintains any PHI in any form, whether paper, electronic or film, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Covered Entity shall

acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.

- c. *Obligations in the Event of Inability to Return or Destroy.* In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If Covered Entity determines it is feasible, Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of Business Associate. Upon Covered Entity determining that Business Associate cannot return or destroy PHI, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

E. Indemnification and Release

1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees and costs and court costs), expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.
2. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of Covered Entity.
3. Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6.
4. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agencies, or contractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising

under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.

5. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.

F. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.
2. *Amendment.* Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superceded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.
3. *Survival.* The respective rights and obligations of Business Associate and Covered Entity under Section D, "*Term of Business Associate Agreement and Termination of Underlying Contract and Business Associate Agreement*", above, shall survive the termination of the Underlying Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "*Indemnification*", and Section B(11), "*Internal Practices*", above, shall survive the termination of this Agreement or the Underlying Contract.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
5. *No Third Party Beneficiaries.* Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
6. *Notices.* Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile numbers listed below:

Business Associate: Gloucester County Division of Education/Disability Services

1340 Tanyard Road

Sewell, New Jersey 08080

Facsimile # 856-681-6133

Covered Entity:

1. Privacy Officer
Harry J. Pizutelli, TBI Fund Manager

Division of Disability Services

PO Box 700, First Floor

Trenton, NJ 08625-0700

Facsimile #

2. Division of Disability Services

Joseph Amoroso, Director

PO Box 700, First Floor

Trenton, NJ 08625-0700

Facsimile #

(609) 292-1233

7. As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Covered Entity to this document.

The undersigned representative of Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Business Associate to this document.

Covered Entity:

Business Associate:

Signature

Signature

Joseph Amoroso

Printed Name

Leona G. Mather

Printed Name

Director, Division of Disability Services

Title

Division Head

Title

Department of Human Services

Agency

Gloucester County Division of

Education/Disability Services

Agency

Date

Date

12/06/2011

DEPARTMENT OF HUMAN SERVICES
Division of Disability Services (DDS)
SCHEDULE OF ESTIMATED CLAIMS

[X] ORIGINAL
[] MODIFICATION

FROM Jan-01-2012 TC Dec-31-2012

CONTRACT # 12ARHS

PROVIDER Gloucester County Division of
Education/Disability Services

UNIT OF SERVICE: (1) (2) (3) (4) (5) (6) (7)

SERVICE PERIOD MONTH YEAR	COMPONENT PASP	COMPONENT	COMPONENT	COMPONENT	COMPONENT	COMPONENT	ESTIMATED CLAIMS	
							TOT MONTHLY	ALS YTD
JAN	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	\$36,250.00
FEB	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	\$72,500.00
MAR	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	\$108,750.00
APR	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	\$145,000.00
MAY	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	\$181,250.00
JUNE	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	\$217,500.00
JULY	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	\$253,750.00
AUG	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	\$290,000.00
SEPT	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	\$326,250.00
OCT	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	\$362,500.00
NOV	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	\$398,750.00
DEC	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	\$435,000.00
TOTALS	\$435,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$435,000.00	\$435,000.00

AGENCY AUTHORIZED SIGNATURE:

Leon G. Mather
Leon G. Mather, Division Head

DATE:

12/31/2011

DDS USE ONLY

COST RELATED NON COST RELATED

Reimbursement:

periodic on report expenditures
installments
provisional rate
fixed rate

EXPENDITURE SUMMARY: NONE MONTHLY QTRLY OTHER
ADVANCE PAYMENT: NONE MONTH(S)

CONTRACT REIMBURSABLE CEILING

435,000

C5

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
BY AND BETWEEN THE COUNTY OF GLOUCESTER AND THE
COUNTY OF SALEM TO PROVIDE CERTAIN MENTAL HEALTH
SERVICES FROM JANUARY 1, 2012 TO DECEMBER 31, 2012**

WHEREAS, the counties of Gloucester and Salem are responsible by law for the protection of public health and for the provision of certain mental health services, and wish to continue to provide these necessary services for their residents; and

WHEREAS, the County of Salem desires to contract with the County of Gloucester for the provision of the mandated professional services of a Mental Health Administrator; and

WHEREAS, the County of Gloucester desires to contract with the County of Salem for the provision of such professional services and the shared use of a Mental Health Administrator; and

WHEREAS, Salem County desires to designate the Mental Health Administrator of the County of Gloucester as the Mental Health Administrator for the County of Salem, for the purposes of enforcement of and compliance with the provisions of New Jersey's *Community Mental Health Services Act* (N.J.S.A. 30:9A-1 et seq.); and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester and the Board of Freeholders of the County of Salem recognize the essential benefit and necessity of sharing services whenever reasonable and appropriate, and that consolidation of the services of a Mental Health Administrator brings economies to all parties; and

WHEREAS, N.J.S.A. 40A:65-1 et seq., specifically authorizes local government units, including counties and municipalities, to enter into such shared services agreements; and

WHEREAS, the Mental Health Administrator will remain a Gloucester County employee, with associated rights, protections and perquisites, sited at the Gloucester County Office of Disability Services, and will apportion his/her time one (1) day weekly in Salem County, on a schedule agreed between the parties; and

WHEREAS, Salem County shall reimburse Gloucester County \$30,000 annually toward the cost of services provided by the Mental Health Administrator, inclusive of \$2,000 in an annual travel expense allotment, payable to Gloucester County on a quarterly basis.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the appropriate County Officers are hereby authorized to adopt this Shared Services Agreement for the purpose of combining and sharing the professional services and duties of the position of Gloucester County Mental Health Administrator with the County of Salem commencing January 1, 2012 through December 31, 2012; and

BE IT FURTHER RESOLVED, that the Administrator of the County of Gloucester and Gloucester County Counsel are hereby authorized to negotiate the final terms of the agreement authorized by this Resolution, provided that the Agreement in final form is in substantially the same form as approved by this Resolution.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 18, 2012, at Woodbury, New Jersey.



THE COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

**SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF SALEM AND
THE COUNTY OF GLOUCESTER FOR MENTAL HEALTH ADMINISTRATOR**

THIS SHARED SERVICES AGREEMENT ("Agreement") is entered into this First day of January 2012 by and between:

The County of Salem ("Salem")

AND

The County of Gloucester ("Gloucester")

WITNESSETH:

WHEREAS, the County of Gloucester and County of Salem are responsible by law for the protection of public health and for the provision of certain mental health services and wish to provide such services for their residents; and

WHEREAS, the County of Salem desires to contract with the County of Gloucester for the provision of certain mandated professional services of a Mental Health Administrator; and

WHEREAS, the County of Gloucester desires to contract with the County of Salem for the provision of certain mandated professional services of a Mental Health Administrator; and

WHEREAS, the County of Salem desires to designate the Mental Health Administrator of the County of Gloucester as the Mental Health Administrator of the County of Salem for purposes of the enforcement and provision of N.J.S.A Title 30, Subtitle 6A, Chapter 9A-3; and

WHEREAS, the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1 et. seq. (hereinafter the "Act"), specifically authorizes County and Municipalities of this State to enter into contract for the joint provision of any service which any party to the agreement is empowered to render within its own jurisdiction of services; and

WHEREAS, the County of Salem and the County of Gloucester have authorized and approved this Agreement by Resolution be duly adopted pursuant to the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1 et. seq. (hereinafter the "Act"), specifically authorizes "local units" to enter into agreements for "shared services"; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, understand and mutual agreements in this Shared Services Agreement and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by all parties, it is agreed by and between the parties as follows:

- A. **Mental Health Administrator Designation:** The County of Gloucester Mental Health Administrator shall be designated the Mental Health Administrator of the County of Salem to carry out a program of mental health services in conformance with the Local

Mental Health Projects Act, N.J.S.A. 30:9A-3, et seq. Gloucester shall provide to the County of Salem a program to meet the activities listed and described in the Division of Mental Health Services Community Mental Health Services Regulations, and shall assist Salem in meeting all the requirements set forth within these "Practice Standards," subject to the provisions of this Agreement.

B. **Scope of Services:** Gloucester shall directly provide to Salem the following services and requirements of the Mental Health Administrator's position:

1. Maintain accurate records and summaries of the county mental health board's and its professional advisory committee's deliberations and conduct regular clerical and business matters of the county mental health board and be responsible to that body;
2. Serve as the county mental health board's executive secretary;
3. Serve as liaison between the county mental health board and its advisory committee and county government, the Division, the Department and the Federal Department of Health and Human Services, and to local and regional planning bodies;
4. Provide leadership to county mental health policy groups and participants as an equal member in policy groups convened by the Division;
5. Participate in planning and implementation of all system and program development activities relating to the county, convened, initiated or required by the Division;
6. Act as a facilitator/convenor for meetings involving agencies under the County mental health board's jurisdiction, and County, State and/or Federal officials;
7. Submit an annual county mental health services plan to the Division, in accordance with the Division's planning guidelines;
8. Attend Statewide or Regional meetings of County Mental Health Administrators, and submit reports, as required by the Division;
9. Participate in formal monitoring of grant and contract services;
10. Participate as a full team member at all Federal, State, County site inspections of all services and agencies under the Board's jurisdiction;
11. Review, comment and make recommendations on proposals and applications for mental health services to the County Mental Health Board and to agencies of the State and Federal Government, as appropriate;
12. Participate in the review and negotiation of initial and renewal contracts;
13. In cooperation with the Division develop affiliation agreements for promoting and monitoring a county unified services system;
14. Insure proper communication of information concerning mental health services, funding, deadlines, etc. to funded agencies;

15. Play an active role in carrying out the county mental health board's advocacy functions including:
16. Receiving and following up on client questions and complaints regarding services, as outlined in N.J.A.C. 10:37-4.6.
17. Increasing representation and participation of service recipients on county mental health board.
18. Facilitating the development of self-help groups
19. Facilitating an awareness program with an outreach component to the community
20. Participating in Salem County mental health activities one (1) day weekly and shall be available for referral and emergency services beyond the normal working hours; additional time will be discussed with immediate supervisor for needs assessment determination
21. Provide the Mental Health Administrator with a cellular telephone (ie. Blackberry) to enable ease of communication.

- C. **Administrative Assistant Services:** Salem and Gloucester shall provide administrative assistant services to the Mental Health Administrator when the Mental Health Administrator is performing responsibilities on behalf of the Gloucester or Salem.
- D. **Communications:** The Directors of Social Services for Gloucester and Salem shall establish all policies to be followed by the Mental Health Administrator on behalf of the Gloucester or Salem and those policies shall be in alignment with all State codes and regulations as well as policies of the participating counties.
- E. **Fees:** All license fees permit fees, and other fees, legally collectable by Gloucester or Salem and/or other designated agents of Gloucester or Salem shall be retained by each participating County where those license fees, permit fees, and other fees legally collectable originated.
- F. **Worker's Compensation Insurance:** The County of Gloucester employees will be covered by Gloucester's workers compensation policy paid by the Gloucester even when performing services in the County of Salem pursuant to the terms of the within Agreement.
- G. **Reports:** The Mental Health Administrator shall provide to Gloucester and Salem's Director of Social Services monthly written reports and an annual report summarizing activities, projects, events, and responsive actions taken while perform the responsibilities of the Mental Health Administrator on behalf of Gloucester or Salem.
- H. **Files:** All existing and new files of Gloucester or Salem are and will remain the sole property of the County of origin. New files may be scanned, shared, and maintained during the term of the Agreement by Gloucester offices and will be returned to Salem at scheduled intervals as well as upon termination of the Agreement. Electronic

accessibility of any file maintained in Gloucester with its origin from Salem County may be requested by the Director of Social Services for Salem and files shall be provided.

Gloucester and Salem will strive to create a database of scanned files to facilitate electronic accessibility in an efficient and effective manner. Both Counties will perform their due diligence to protect client files under the guidelines of all State and Federal regulations, laws, mandates, and/or other County, State and Federal requirements.

- I. **Coordination**: While providing services, the Mental Health Administrator shall perform all duties in a professional manner and the Mental Health Administrator shall coordinate services with the responsible department head from the participating Counties. The Mental Health Administrator will respond appropriately to crisis within participating Counties however the Mental Health Administrator shall seek guidance from Directors of Social Services from participating counties through conference calling when overlapping intervention is required.
- J. **Ordinance Compliance**: The Mental Health Administrator shall respond and abide by all ordinances, regulations, and codes governing the responsibilities and services set forth by the State of New Jersey, and the participating Counties.
- K. **Automobile Insurance**: The County of Gloucester shall be responsible for the provision of automobile insurance for the Mental Health Administrator, and the automobile insurance shall provide coverage whenever the Mental Health Administrator is providing services to Gloucester or Salem pursuant to the provisions within Agreement from Monday through Friday during regular business hours, or, whenever a vehicle owned by the County of Gloucester is in the County of Salem providing services. When the Mental Health Administrator is operating vehicles owned by Salem or Gloucester, the County owning said vehicle shall provide automobile insurance coverage. The Mental Health Administrator will provide to Salem a photocopy of their driver's license for automobile insurance purposes. Neither Salem nor Gloucester will provide automobile insurance coverage for any personal vehicle owned or operated by the Mental Health Administrator even if the Mental Health Administrator elects to use a personal vehicle in performing her duties on behalf of either or both counties.
- L. **Procedure to Request Mediation**. Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration. The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- M. **Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- N. **Indemnification:** Salem shall hold harmless and defend Gloucester against any and all claims brought against Gloucester or any of its agents or employees arising out of the Gloucester performing any activity on behalf of the County of Salem under the terms of this Agreement.

Gloucester shall hold harmless and defend the County of Salem against any and all claims brought against Salem or any of their agents or employees arising out of the Salem performing any activity on behalf of Gloucester under the terms of this Agreement.

However, participating Counties shall be held responsible for any such claims arising out of the willful, wanton, grossly negligent, malicious or criminal conduct of any agent, employees of the other participating Counties. Excluded from the claims referred to above are automobile liability claims brought by third parties and/or workers compensation claims brought by the County of Gloucester Mental Health Administrator as to which the County of Gloucester shall indemnify, defend and save the County of Salem harmless.

- O. **Cost of Service, 2012:** Participating Counties understand that the Counties have reached a negotiated Shared Services Agreement price of not to exceed \$30,000 dollars for the first year of this agreement and the \$30,000 shall be prorated for the term of the current Shared Services Agreement ending December 31, 2012 with renewal options subject to evaluation by both Counties.

The cost of service shall include the following summary:

- a. For reimbursement of wages, benefits, training, program participation, a good faith estimate to be adjusted for increased wages, benefits, additional training, and program participation on an annual basis is as follows:

The County of Gloucester from the County of Salem \$30,000

- b. For reimbursement of travel (commuting travel to Salem County except from reimbursement), incidentals costs, and reasonable or justifiable expenses incurred during the performance of duties, the good faith estimate is as follows:

The County of Gloucester from the County of Salem \$2,000

Total amount due the County of Gloucester from the County of Salem under the terms of this Agreement is \$30,000 inclusive of sub paragraphs (a) and (b) above.

Future Cost of Services shall be reviewed annually and adjusted in good faith with reasonable and due diligence consideration. Gloucester will notify the Director of Social Services for Salem in advance and in a reasonable timeframe for budgetary considerations. Budgetary considerations require an appropriate timeframe so that increases to the rates may be included in subsequent annual budgets of Salem.

- P. **Payment:** The County of Salem shall pay the County of Gloucester for services provided as follows: Quarterly payments shall be made in advance before the first day of each quarter. The County of Gloucester shall provide an invoice voucher to the County of Salem in a timely manner in order to allow processing of payment. Reasonable delays will not jeopardize this Agreement; however, if for some reason a dispute arises, both Counties will perform their due diligence to resolve said dispute. Gloucester shall not pull the Mental Health Administrator from providing services to Salem as a result of delayed payment or dispute.
- Q. **Effective Date/Termination:** This Agreement shall be effective January 1, 2012 through December 31, 2012 with renewal options exercised annually. Participating Counties may terminate this Agreement upon ninety (90) days written notice to the other Counties.
- R. **Automatic Renewal:** Within thirty (30) days of the termination date of this Agreement, either party may elect to notify, in writing, the other party of their intentions not to renew this agreement. If a minimum of thirty (30) days written notification is not provided, this Agreement shall be automatically renewable for successive one (1) year periods at a cost increase to be determined by both Counties.
- S. **Mental Health Administrator Funding:** It is understood that, participating Counties by virtues of this Agreement, or otherwise, are currently and in the future, eligible for New Jersey funding and/or certain reimbursement from the State of New Jersey. It is understood that participating Counties shall retain all such funding and/or reimbursements received from the State of New Jersey that originated within the participating County.

T. **Increase in Services:** If the State of New Jersey requirements change and thereby require the provision of any additional services not previously rendered, or if the scope of services provided to the County of Salem is required to significantly increase, the County of Gloucester shall not be responsible for providing said additional services to the County of Salem except through amendment to this Agreement. If the County of Salem does not contract with the County of Gloucester to provide such new mandated services or does not otherwise provide for them and, thereby, jeopardizes State aid to the County of Gloucester, the County of Salem shall reimburse the County of Gloucester for that portion State aid lost as a result of such non-compliance for the term of this Agreement.

IN WITNESS THEREOF, The County of Salem and the County of Gloucester, by and through their duly authorized representatives, have hereunder executed this Shared Services Agreement.

COUNTY OF GLOUCESTER

Attest (County of Gloucester):

Name: Robert M. Damminger
Title: Freeholder Director
Date: _____, 2012

Name: Robert N. DiLella
Title: Clerk of the Board
Date: _____, 2012

COUNTY OF SALEM

Attest (County of Salem):

Name: Julie Acton
Freeholder Director
Date: _____, 2012

Name: Earl Gage
Title: Clerk of the Board
Date: _____, 2012

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN
THE COUNTY OF GLOUCESTER AND THE GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY TO JOINTLY PROVIDE NECESSARY SERVICES
FOR WASTE FLOW CONTROL AND RECYCLING COMPLIANCE**

WHEREAS, pursuant to the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq. (the "Act"), each county within the State of New Jersey is designated as a solid waste management district with responsibility for the development of a solid waste management plan setting forth the solid waste disposal strategy to be applied in the district; and

WHEREAS, the Board of Chosen Freeholders of the County has adopted the Gloucester County District Solid Waste Management Plan, as amended from time to time (the "County Plan"); and

WHEREAS, the Gloucester County Department of Health & Senior Services Division of Health ("GCDHSS") is authorized pursuant to CEHA, and N.J.S.A. 13:1E-9 to provide environmental health services, including, but not limited to, enforcement of the Act, N.J.S.A. 13:1E-1 et seq., pursuant to the Solid Waste Control Work Program component of the approved County Environmental Health Work Program (attached); and

WHEREAS, the Act, at N.J.S.A. 13:1E-19, having designated each of the twenty-one counties in the State of New Jersey and the Hackensack Meadowlands District as solid waste management districts, required each such district to adopt a solid waste management plan pursuant to N.J.S.A. 13:E20; and

WHEREAS, the GCIA has been charged under the County Plan as the lead agency for solid waste flow control enforcement; and

WHEREAS, in accordance with the Act and regulations promulgated thereunder by DEP, the GCIA developed, implemented and financed the existing Gloucester County Solid Waste Management System ("County System") as included in the County Plan, premised upon regulatory waste flow control requiring all specified solid waste types generated within the County to be delivered to the County System for disposal; and

WHEREAS, as a result of non-discriminatory procurements previously undertaken by the GCIA with respect to the Gloucester County Solid Waste Complex, transportation and disposal services, the County will continue to exert regulatory waste flow control over all in-County generated solid waste in accordance with the County Plan as certified by DEP; and

WHEREAS, regulatory waste flow control over Regulated Solid Waste requires a substantial enforcement effort in order to ensure compliance with the County Plan, guarantee an equitable sharing of the costs among all generators of Regulated Solid Waste in the County, and to maintain the County System; and

WHEREAS, the County recognizes that it is in the best interests of its citizens that the GCIA be authorized to conduct certain inspections, investigative and enforcement responsibilities in order to enlist the GCIA's considerable resources and expertise as the implementing agency for the County Plan, in fully and properly enforcing compliance therewith, and in carrying out the Waste Flow Control and Recycling Compliance portion of the Solid Waste Control Work Program as set forth within the approved overall CEHA Work Program; and

WHEREAS, the parties to this Agreement have enjoyed a longstanding contractual relationship wherein they have pooled their resources to jointly provide necessary services and desire to contractually establish this relationship for the implementation of the Waste Flow Control and Recycling Compliance portion of the Solid Waste Control Work Program of the approved CEHA Work Program; and

WHEREAS, the parties are authorized to enter this Agreement in accordance with CEHA and the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. ("Consolidation Act").

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, and the Clerk of the Board, be and are hereby authorized to execute the Shared Services Agreement attached hereto between the County of Gloucester and the Gloucester County Improvement Authority for the purpose of jointly providing necessary services for the implementation of the Waste Flow Control and Recycling Compliance within Gloucester County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, January 18, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

Cle

AGREEMENT

THIS UNIFORM SHARED SERVICES AGREEMENT ("Shared Services Agreement"), is made this 1st day of January, 2012, by and between the **Gloucester County Improvement Authority**, a body politic and corporate of the State of New Jersey located at 109 Budd Boulevard, Woodbury, New Jersey, (hereinafter the "GCIA"), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey, located at 2 South Broad Street, Woodbury, New Jersey, (hereinafter the "County").

WITNESSETH

WHEREAS, pursuant to the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq. (the "Act"), each county within the State of New Jersey is designated as a solid waste management district with responsibility for the development of a solid waste management plan setting forth the solid waste disposal strategy to be applied in the district; and

WHEREAS, the Board of Chosen Freeholders of the County has adopted the Gloucester County District Solid Waste Management Plan, as amended from time to time (the "County Plan"); and

WHEREAS, the Gloucester County Department of Health & Senior Services Division of Health ("GCDHSS") is authorized pursuant to CEHA, and N.J.S.A. 13:1E-9 to provide environmental health services, including, but not limited to, enforcement of the Act, N.J.S.A. 13:1E-1 et seq., pursuant to the Solid Waste Control Work Program component of the approved County Environmental Health Work Program (attached); and

WHEREAS, the Act, at N.J.S.A. 13:1E-19, having designated each of the twenty-one counties in the State of New Jersey and the Hackensack Meadowlands District as solid waste management districts, required each such district to adopt a solid waste management plan pursuant to N.J.S.A. 13:E20; and

WHEREAS, the GCIA has been charged under the County Plan as the lead agency for solid waste flow control enforcement; and

WHEREAS, in accordance with the Act and regulations promulgated thereunder by DEP, the GCIA developed, implemented and financed the existing Gloucester County Solid Waste Management System ("County System") as included in the County Plan, premised upon regulatory waste flow control requiring all specified solid waste types generated within the County to be delivered to the County System for disposal; and

WHEREAS, as a result of non-discriminatory procurements previously undertaken by the GCIA with respect to the Gloucester County Solid Waste Complex, transportation and disposal services, the County will continue to exert regulatory waste flow control over all in-County generated solid waste in accordance with the County Plan as certified by DEP; and

WHEREAS, regulatory waste flow control over Regulated Solid Waste requires a substantial enforcement effort in order to ensure compliance with the County Plan, guarantee an equitable sharing of the costs among all generators of Regulated Solid Waste in the County, and to maintain the County System; and

WHEREAS, the County recognizes that it is in the best interests of its citizens that the GCIA be authorized to conduct certain inspections, investigative and enforcement responsibilities in order to enlist the GCIA's considerable resources and expertise as the implementing agency for the County Plan, in fully and properly enforcing compliance therewith, and in carrying out the Waste Flow Control and Recycling Compliance portion of the Solid Waste Control Work Program as set forth within the approved overall CEHA Work Program; and

WHEREAS, the parties to this Agreement have enjoyed a longstanding contractual relationship wherein they have pooled their resources to jointly provide necessary services and desire to contractually establish this relationship for the implementation of the Waste Flow Control and Recycling Compliance portion of the Solid Waste Control Work Program of the approved CEHA Work Program; and

WHEREAS, the parties are authorized to enter this Agreement in accordance with CEHA and the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. ("Consolidation Act");

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

I. COUNTY'S OBLIGATION TO THE GCIA:

A. To develop, revise as necessary, and supervise implementation of the Waste Flow Control and Recycling Compliance portion of the Solid Waste Control Work Program of the approved CEHA Work Program under the direction of the GCDHSS.

B. To implement the Solid Waste Control Work Program component of the approved CEHA Work Program, pursuant to N.J.S.A. 26:3A2-33, in cooperation with the GCIA and other local health agencies.

C. To enforce applicable laws, rules, regulations, ordinances and standards in conjunction with the GCIA.

D. To hereby designate the GCIA and its agents, employees and attorneys as subcontractors of the County, when in its discretion it is applicable, pursuant to CEHA and its implementing regulations, and the Consolidation Act, for the implementation of Waste Flow Control and Recycling Compliance portion of the Solid Waste Control Work Program component of the approved CEHA Work Program, and to authorize GCIA to enforce, concurrently and under the supervision of GCDHSS, all laws, regulations, ordinances and standards related to solid waste, pursuant to N.J.S.A. 26:3A2-25 and N.J.S.A. 13:1E-9, subject to compliance with all applicable requirements of law, this Agreement and the Solid Waste Control Work Program.

E. To review all enforcement cases investigated or inspected by the GCIA to verify consistency with the Solid Waste Control Work Program component of the approved CEHA work program and DEP policies and procedures, to verify that there is no duplication of

enforcement efforts between the County and GCIA, and to oversee appropriate administrative and/or judicial action in cases involving the enforcement of the Act by the GCIA.

F. To review and, approve requisitions for reimbursement of expenditures from the Environmental Quality Enforcement Fund ("EQEF") that will reimburse the County for CEHA-related expenses.

G. To the extent known, to inform the GCIA of scheduled DEP training sessions and program forums, and provide training to the GCIA staff to educate them on the requirements of the Act and regulations adopted there under, the County Plan, enforcement protocols, compliance monitoring and facility inspection procedures.

H. From payments received from the GCIA, the County shall employ personnel and pay expenses necessary to provide its enforcement and supervisory liaison services. They shall consult with the GCIA on the County's enforcement strategy and other matters of mutual concern to ensure a uniform and consistent enforcement program.

I. To comply with the requirements of DEP, Bureau of Solid Waste Compliance and Enforcement's "Standard Operating Procedure for CEHA Delegated Solid Waste Enforcement Activities," as amended September 29, 2004, and any supplements and amendments thereto.

J. To indemnify, defend and hold harmless the GCIA from any and all liability arising from the acts or omissions of the County's employees and or officers arising from their discharge of the County's responsibilities pursuant to this Agreement.

K. To provide the services of County Counsel or its approved designee, for the prosecution and litigation of any and all violations of laws, regulations, rules, ordinances and standards as they relate to activities undertaken under the Waste Flow Control and Recycling Compliance portion of the Solid Waste Control Work Program. The GCIA retains the right, with its own legal counsel, to take administrative and/or judicial actions against violations of the Act or its implementing regulations, in accordance with the Waste Flow Control and Recycling Compliance portion of the Solid Waste Control Work Program of the approved CEHA Work Program. However, if GCIA elects to request representation by County

Counsel or designee(s), then, in that event, enforcement shall be with the advice and consent of County Counsel or designee(s).

L. To develop, amend as necessary, prosecute and administer the enforcement strategy of the Solid Waste Control Work Program component of the approved CEHA Work Program. As permitted by statute, any and all fines and penalties collected by the County or GCIA, pursuant to enforcement activities under this Agreement, less court imposed costs, shall be deposited into and disbursed from the County's EQEF as required by N.J.S.A. 26:3A2-35.

M. To file a copy of this Agreement, as approved by DEP, with the Department of Community Affairs, Division of Local Government Services.

II. GCIA'S OBLIGATIONS TO THE COUNTY:

A. To make its enforcement personnel, who have been trained and qualified in accordance with the requirements of DEP, carry out CEHA activities, available as subcontractors of the County, pursuant to the authority cited in Section I, paragraph D of this Agreement; to implement those provisions of the Solid Waste Control Work Program subcontracted to the GCIA for the County's enforcement strategy; and to enforce all laws, regulations, ordinances and standards related to solid waste pursuant to enforcement strategy; and to enforce all laws, regulations, ordinances and standards related to solid waste pursuant to N.J.S.A. 26:3A2-25, N.J.S.A. 13:1E-9 and N.J.S.A. 48:13A-12, subject to compliance with all applicable requirements of law, this Agreement and the Solid Waste Control Work Program.

B. To make available to the County, all books and records relevant to enforcement and inspection activities undertaken under this Agreement. Additionally, GCIA shall make available to the County such reports relevant to enforcement activities and any other information required by applicable law. In particular, GCIA shall prepare and submit such reports, paperwork and notices to DEP.

C. To comply with the requirements of DEP, Bureau of Solid Waste Compliance and Enforcement's "Standard Operating Procedure for CEHA Delegated Solid Waste Enforcement Activities," as amended September 29, 2004 and any supplements or amendments thereto, and to conduct all inspections and investigations pursuant to the County's CEHA Work Program and the Certification Order issued by the Commissioner of DEP.

D. Whenever the GCIA seeks reimbursement of expenses incurred to implement its responsibilities under the Solid Waste Control Work Program, it shall submit to the County an expense voucher outlining expenses incurred. GCIA shall submit such vouchers on a quarterly basis.

E. To expend all proceeds collected in fines/penalty enforcement actions undertaken pursuant to this Agreement only for authorized uses, which are defined to include any use consistent with or necessary for inspections, investigations and enforcement of the Act, its implementing regulations or the County Plan, that support the County's subcontracted responsibilities pursuant to the Solid Waste Control Work Program. Authorized expenses may include, but are not limited to, expenses for vehicles, salaries, benefits, counsel fees and equipment utilized by the County.

F. To maintain records of its collections and expenditures derived from fines/penalty enforcement actions undertaken pursuant this Agreement for a minimum of three years. These records shall be made available to the County and DEP upon request.

G. To deposit any and all fines and penalties collected pursuant to enforcement activities under this Agreement, less court imposed costs, into the County's EQEF as required by N.J.S.A. 26:3A2-35.

H. To indemnify, defend and hold harmless the County, from any and all liability arising from the acts or omissions of GCIA's employees and or officers arising from their discharge of GCIA's responsibilities pursuant to this Agreement.

I. To submit to the County no later than thirty (30) days following the end of each calendar quarter inspection and investigation output numbers, and the total number of enforcement actions and penalties assessed and collected.

J. From time to time during the term of this Agreement the GCIA may require the use of the County's internet technology ("IT") department personnel to perform computer-related services pertaining to the GCIA's solid waste enforcement program, including, but not limited to, programming and computer maintenance, but unrelated to the GCIA's obligations under this Agreement to implement with the County the Solid Waste Control Work Program component of the approved CEHA Work Program. Upon receipt of an invoice for the services performed, the GCIA agrees to reimburse the County on a monthly basis for the cost of IT services at a rate of \$50.00 per hour, provided that such compensation shall not exceed \$15,000 per contract year.

III. GENERAL TERMS AND CONDITIONS:

A. The provisions of the Agreement shall commence upon the formal approval of this Agreement by all parties and DEP and shall remain in effect for a period of 10 years (January 1, 2012 through December 31, 2022), unless sooner terminated.

B. It is anticipated that from time to time the GCIA may require legal and administrative expertise from the County to comply with its responsibility under the program. The County shall be reimbursed by the GCIA for time spent by its staff at a rate equivalent to the standard hourly salaried rate plus benefit of the employee(s) performing the service. Invoices shall be submitted quarterly to the GCIA for payment.

C. Any party hereto may unilaterally withdraw from this Agreement upon sixty (60) days written notice to all other parties.

D. The Health Officer, or another representative of the GCDHSS designated by the County who is knowledgeable in the area of solid waste control, shall meet with the GCIA's Executive Director or his designee, monthly and as needed, to discuss matters of mutual concern, exchange information concerning the enforcement program and to develop and

update the Solid Waste Control Work Program component of the approved CEHA Work Program. Mutual consideration shall be given for additional meetings for special needs or requests if prior notice is given by the requesting party.

E. This Agreement and the parties' obligations and duties hereunder are expressly subject to the approval of DEP.

IN WITNESS HEREOF, the parties have set their hands and seals and caused their corporate officers to sign same the day and year first written above.

ATTEST:

GLOUCESTER COUNTY IMPROVEMENT AUTHORITY

CHARLES FENTRESS, CHAIRMAN

ATTEST:

ROBERT N. DI LELLA, CLERK

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR